



**MAYOR AND COUNCIL MEETING
MONDAY, FEBRUARY 5, 2018
6:00 P.M.
DALTON CITY HALL**

A G E N D A

WORK SESSION – 5:30 P.M. – COUNCIL CHAMBER

1. Review of Agenda

REGULAR MEETING – 6:00 P.M. – COUNCIL CHAMBER

1. Call to Order
2. Pledge of Allegiance
3. Approval of Agenda
4. Public Commentary: *(Please state Name and Address for the Record)*
5. Proclamation: “GEORGIA DAY” – FEBRUARY 12, 2018
Ms. Dee Anne Adams, Robert Loughridge Chapter of NSDAR
6. Minutes: Work Session and Regular Meeting Minutes of January 2, 2018
Special Called Joint Meeting Minutes of January 31, 2018
7. Unfinished Business:
 - A. Ordinance – Second Reading:
Ordinance 17-11
To Make Findings Of Fact Concerning the Public Use And Necessity Of A Section Of College Drive, Formerly Known As Holiday Avenue; To Consider The Vacating And Abandonment Of The Public Interest In And To The Said Section Of A Section Of College Drive, Formerly Known As Holiday Avenue For Purposes Of Public Streets And Transportation; To Declare The Closing Of Such Section Of A Section Of College Drive, Formerly Known As Holiday Avenue For Public Use And Transportation; To Authorize Delivery Of A Quitclaim Deed Of Any Interest Of The City Of Dalton Except Utility Easements To Adjacent Property Owners; To Establish An Effective Date; And For Other Purposes.

-CONTINUED-

8. New Business:

- A. Public Safety Commission Recommendations:
(2) 2018 Alcohol Beverage Applications
- B. Lease Agreement with JBM Office Solutions for Dalton Police Department
- C. Dalton Police Department Equitable Sharing Agreement and Certification
- D. City of Dalton Service Agreements with the Dalton-Whitfield Community Development Corporation (DWCDC) for CHIP (Community Home Investment Program) Grant and CDBG (Community Development Block Grant) Program.
- E. Renewal of EMCOR Services Agreement for City Hall HVAC
- F. ClickFix Scope of Services Proposal
- G. Memorandum of Understanding between the Georgia Department of Transportation and Dalton Municipal Airport for the Unified Certification Program (UCP).
- H. Agreement with Northwest Georgia Paving, Inc., for Construction of Terminal Ramp/Apron Rehabilitation Phase 1 at Dalton Municipal Airport
- I. Public Works Traffic Control Change:
No Parking Between Signs - One Side of Street - Ryman Ridge Road
- J. Memorandum of Understanding Between the Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia D/B/A Dalton Utilities and The City of Dalton
- K. Ordinance - First Reading:
Ordinance 18-01
To Amend the 2001 Revised Code of The City of Dalton, Georgia; To Amend Chapter 96 Captioned "Stormwater Management"; To Add A New Section 96-4 Captioned "Stormwater Fee" To Provide for an Effective Date; To Provide For the Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.
- L. Appointments:
 - Mayoral Appointments
 - Miscellaneous Appointments
 - Boards and Authorities Appointments

9. Supplemental Business

10. Adjournment

PROCLAMATION



GEORGIA DAY FEBRUARY 12, 2018

WHEREAS, The State of Georgia was founded by General James Edward Oglethorpe on February 12, 1733; and

WHEREAS, George Walton, Button Gwinnett, and Lymon Hall each signed the Declaration of Independence on behalf of Georgia, which later became the fourth state to ratify the U.S. Constitution on January 2, 1788; and

WHEREAS, Since its founding 285 years ago, Georgia has grown to over 9 million people and has progressed from a rural state to a commercial, financial and cultural center for the Southeast region; and

WHEREAS, Georgia's magnificent natural beauty from the mountains to the seashore, its many historic wonders and sites, and its distinctive cultural heritage are all reasons to celebrate this great state.

NOW, THEREFORE, BE IT RESOLVED, that I, Mayor Dennis Mock, hereby proclaim February 12, 2018 as "GEORGIA DAY" in the City of Dalton and call upon our citizens to celebrate our state's proud and rich heritage on its 285th anniversary.

*In witness whereof I have hereunto set my hand
and caused the seal of this city to be affixed.*

Mayor

Date

February 5, 2018

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
WORK SESSION
JANUARY 2, 2018

The Mayor and Council held a Work Session this evening at 5:30 p.m. in the 3rd Floor Conference Room of City Hall. Present were Mayor Dennis Mock, Aldermen Denise Wood, Tyree Goodlett and Gary Crews and City Attorney James Bisson and several department heads, and newly elected Alderman Ward 2 Annalee Harlan.

Mayor Mock reviewed with the Council each of the items on the agenda. In addition to the agenda items, the following was also discussed:

DISCUSSION OF TAD COMMITTEE RECOMMENDATION TO PROCEED WITH HULL PROPERTY GROUP DALTON MALL PROJECT

CFO Cindy Jackson stated that on December 19, 2017, the TAD Committee voted to recommend to the Mayor and Council that they adopt the agreement. Jackson submitted a copy of their application and the score sheet. Jackson also stated that the Committee is working on the Development Agreement with Hull Property Group and the intergovernmental Agreements with the County and Dalton Public Schools.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the Work Session was Adjourned at 5:48 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded

Approved: _____

Posted: _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
JANUARY 2, 2018

The meeting of the Mayor and Council was held this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Aldermen Denise Wood, Annalee Harlan, Tyree Goodlett, Gary Crews and City Attorney James Bisson.

PLEDGE OF ALLEGIANCE

Mayor Mock led the audience in the Pledge of Allegiance.

OATH OF OFFICE

City Attorney James Bisson administered the Oath of Office to the following:

Alderman Ward 2 - Annalee Harlan

Alderman Ward 4 - Gary Crews

PUBLIC COMMENTARY

There were no public comments.

APPROVAL OF AGENDA

On the motion of Alderman Wood, second Alderman Goodlett, the Mayor and Council approved the agenda. The vote was unanimous in favor.

MINUTES

The Mayor and Council were presented written copies of the Work Session and Regular Meeting Minutes of December 18, 2017. On the motion of Alderman Wood, second Alderman Harlan, the minutes were approved as written and adopted. The vote was unanimous in favor.

ORDINANCE - SECOND READING

Ordinance 17-12

On the motion of Alderman Crews, second Alderman Goodlett, the Mayor and Council approved Ordinance 17-12 to Amend the 2001 Revised Code of The City of Dalton, Georgia; By Amending Chapter 96 Captioned: "Stormwater Management"; By Striking, Deleting And Repealing Section 96-12 Captioned: "Requirements For Stormwater Management Plan" In Its Entirety And Substituting In Lieu Thereof A New Section 96-12 Captioned: "Requirements For Stormwater Management Plan"; To Provide for an Effective Date; To Provide For the Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes. The vote was unanimous in favor.

AGREEMENT WITH DBT TRANSPORTATION SERVICES

The Mayor and Council reviewed the Agreement with DBT Transportation Services for Aviation Support and Maintenance Services of AWOS at Dalton Municipal Airport effective January 1, 2018 for a period of 2 years for weather dissemination services. On the motion of Alderman Goodlett, second Alderman Wood, the Council authorized the Mayor to execute the agreement. The vote was unanimous in favor.

THORNTON STORAGE, LLC - EASEMENT AND QUIT CLAIM DEED

The Mayor and Council reviewed the Easement Agreement between Thornton Storage, LLC and City of Dalton and also the Quit Claim Deed between City of Dalton and Thornton Storage, LLC. On the motion of Alderman Wood, second Alderman Harlan, the Mayor and Council approved both the Easement and the Quit Claim Deed for property near North Thornton Avenue. A copy of these documents are a part of these minutes. The vote was unanimous in favor.

DALTON-WHITFIELD PLANNING COMMISSION RECOMMENDATION

On the motion of Alderman Crews, second Alderman Goodlett, the Mayor and Council accepted the Dalton Whitfield Planning Commission recommendation and approved the Request of Juan Morales to rezone from Heavy Manufacturing (M-2) to General Commercial (C-2) a tract of land totaling 0.16 acres located at 308 S. Fredrick Street (Parcel 12-218-18-008). The vote was unanimous in favor.

RESOLUTION 17-20

A Resolution Of The Mayor And Council Of The City Of Dalton, Georgia To Approve The Bond Resolution Of The City Of Dalton Building Authority Authorizing The Issuance Of The City Of Dalton Building Authority Revenues Bonds (Dalton Public School System Project), Series 2018 In The Principal Amount Of Not To Exceed \$14,300,000; To Authorize The Execution Of A Contract Between The City And The Authority; To Authorize The Mayor And Other Officers And Officials Of The City To Take Such Further Actions As Are Necessary To Provide For The Issuance And Delivery Of The Revenue Bonds Described Herein; And For Other Purposes. On the motion of Alderman Woods, second Alderman Crews, Resolution 17-20 was approved. The vote was unanimous in favor.

APPOINTMENTS

On the motion of Alderman Harlan, second Alderman Wood, the Mayor and Council tabled action on the following appointments:

- Mayoral Appointments
- Miscellaneous Appointments
- Boards and Authorities Appointments

The vote was unanimous in favor.

APPOINTMENT - CITY ADMINISTRATOR

On the motion of Alderman Wood, second Alderman Goodlett, the Mayor and Council appointed current Police Chief Jason Park as the City Administrator of the City of Dalton. The vote was unanimous in favor.

ANNOUNCEMENTS

City Government Offices will be closed Monday, January 15, 2018 in observance of the Martin Luther King, Jr. holiday. The next Mayor and Council Meeting will be held on Tuesday, January 16, 2018.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was adjourned at 6:13 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded
Approved: _____
Posted: _____

**THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
SPECIAL CALLED
JOINT MEETING
JANUARY 31, 2018**

A Special Called Joint meeting of the Mayor and Council, the City of Dalton Building Authority and Dalton Public Schools was held today at 5:00 p.m. in the Council Chambers of City Hall.

Present were Mayor Dennis Mock, Aldermen Denise Wood, Annalee Harlan, and Gary Crews, City Administrator Jason Parker, and Chief Financial Officer Cindy Jackson,

Building Authority Board Members Scott Sellers, Dennis Mock, and Denise Wood.

Dalton Board of Education Chairman Rick Fromm, Members Tully Johnson, Pablo Perez, Palmer Griffin, and Matt Evans, Acting Superintendent Don Amonett and Chief Financial Officer Theresa Perry.

Also present were Bond Attorney Jim Woodward from Gray, Pannell & Woodward, LLP and Bond Writer Bryan Huskey with Stifel, Nicolaus & Company, Inc.

Supplemental Resolutions Pertaining to a Revenue Bond for Dalton Public Schools

Jim Woodward of Gray, Pannell & Woodward briefed each entity on the Supplemental Resolution Pertaining to a Revenue Bond for Dalton Public Schools in the amount of \$14,300,000 and . On the motion of the Mayor and Council Alderman Wood, second Alderman Crews; On the motion of the Building Authority Board Member Sellers, second Mayor Mock; on the motion of the Board of Education Board Member Evans, second Board Member Johnson, the Supplemental Resolution Pertaining to a Revenue Bond for Dalton Public Schools approving the principal amount of the Series 2018 Bonds maturing in each year, the interest rate of 1.8% on each such maturity, and the optional redemption and mandatory redemption provisions was approved. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the Building Authority and the Board of Education, the meeting adjourned at 5:05 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

RECORDED
APPROVED: _____
POSTED: _____
bm

ORDINANCE 17-11

To Make Findings Of Fact Concerning the Public Use And Necessity Of A Section Of College Drive, Formerly Known As Holiday Avenue; To Consider The Vacating And Abandonment Of The Public Interest In And To The Said Section Of A Section Of College Drive, Formerly Known As Holiday Avenue For Purposes Of Public Streets And Transportation; To Declare The Closing Of Such Section Of A Section Of College Drive, Formerly Known As Holiday Avenue For Public Use And Transportation; To Authorize Delivery Of A Quitclaim Deed Of Any Interest Of The City Of Dalton Except Utility Easements To Adjacent Property Owners; To Establish An Effective Date; And For Other Purposes.

BE IT ORDAINED by the Mayor and Council of the City of Dalton and by authority of the same **IT IS HEREBY ORDAINED** as follows:

Section 1

Upon investigation and inquiry, the Mayor and Council find that the below described section of a Section of College Drive, formerly known as Holiday Avenue in the City of Dalton, Whitfield County, Georgia, as shown on the survey by Max Randall Compton, Georgia Registered Land Surveyor No. 2584, dated October 27, 2017 and pertaining to property in Land Lot No. 234 in the 12th District and 3rd Section, Whitfield County, Georgia, attached hereto as Exhibit "A" and made a part hereof, is no longer needed by the public for street or transportation purposes and to that extent no substantial public purpose is served thereby:

See Exhibit "B" attached hereto and incorporated herein by reference for complete description of said section of College Drive, formerly known as Holiday Avenue.

Section 2

Notifications to property owners located on the property described above to be closed has not been given since the adjoining property owners are the petitioners and the City of Dalton.

Section 3

The section of College Drive, formerly known as Holiday Avenue to be closed shall no longer be a part of the municipal street system of the City of Dalton and the rights of the public in and to those sections for public street, road and transportation purposes shall cease upon the effective date of this Ordinance.

Section 4

This Ordinance shall become effective after it has been published in two (2) public places within the City of Dalton for five (5) consecutive days following its enactment by the Mayor and Council.

Section 5

The Mayor and City Clerk are authorized to make and enter in the name and on behalf of the City of Dalton a quitclaim deed of all interest, except for utility easements, of the City of Dalton in and to the section to be closed to those contiguous owners or their successors in title for the following consideration which has been paid to the City of Dalton: \$130,000.00 paid by S&S Property Holdings, LLLP and \$6,200.00 paid by 503 College Drive, LLC.

Section 6

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 7

It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance.

SO ORDAINED this ____ day of _____, 2018.

The foregoing Ordinance received its first reading on _____ and a second reading on _____. Upon second reading a motion for passage of the ordinance was made by Alderman _____, second by Alderman _____ and upon the question the vote is ____ ayes, ____ nays and the Ordinance is adopted.

ATTEST:

MAYOR

CITY CLERK

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of _____.

CITY CLERK
CITY OF DALTON

EXHIBIT "A"

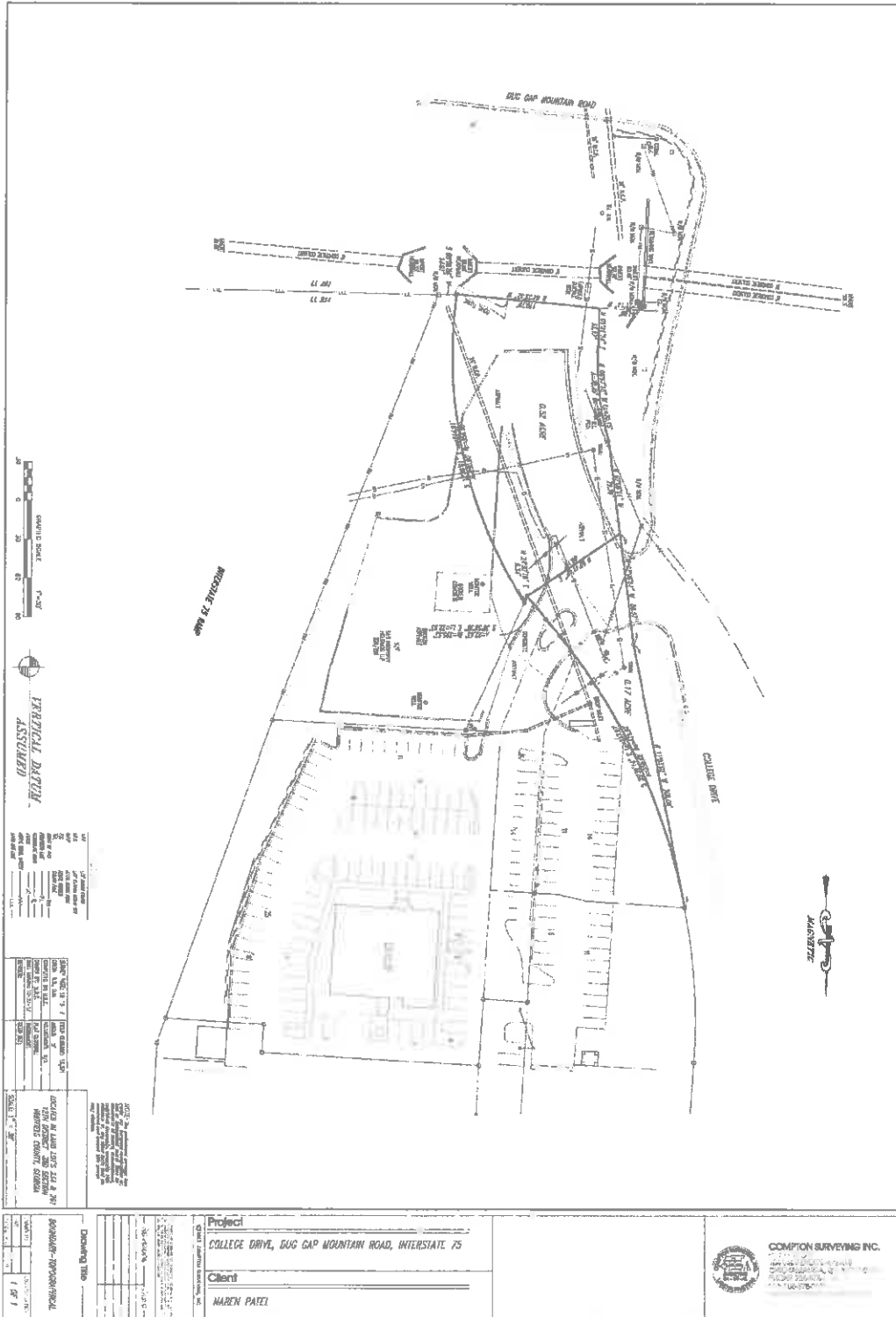


EXHIBIT "B"

Tract No. 1:

All that tract or parcel of land lying and being in Land Lot No. 234 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared by Max Randall Compton, Georgia Registered Land Surveyor No. 2584, dated October 27, 2017, and being more particularly described according to said survey as follows:

TO FIND THE TRUE POINT OF BEGINNING of the tract of land herein described, commence at a concrete monument located at the point of intersection of the south line of said Land Lot No. 234 and the west right of way line of Interstate Highway No. 75; thence south 88 degrees 06 minute 56 seconds west, as measured along the south line of said Land Lot No. 234, a distance of 14.01 feet; thence north 84 degrees 32 minutes 32 seconds west a distance of 110.79 feet; thence north 01 degrees 41 minutes 24 seconds east, as measured along the east right of way line of College Drive as relocated, a distance of 33.17 feet; thence running in a northerly direction, as measured along the east right of way line of College Drive as relocated, along an arc to the left (Radius 220.99 feet), arc distance of 70.45 feet, said arc being subtended by a chord with a bearing of north 06 degree 57 minutes 18 seconds west and a chord distance of 70.15 feet; thence north 07 degrees 06 minutes 51 west, as measured along the east right of way line of College Drive as relocated, a distance of 72.78 feet, to the TRUE POINT OF BEGINNING of the tract of land herein described; FROM THE TRUE POINT OF BEGINNING, thence north 07 degrees 06 minutes 51 west, as measured along the east right of way line of College Drive as relocated, a distance of 86.37 feet; thence north 11 degrees 03 minutes 02 west, as measured along the east right of way line of College Drive as relocated, a distance of 208.08 feet; thence running in a southerly direction, as measured along the original right of way line to Old College Drive as abandoned, along an arc to the left (Radius 479.62 feet), an arc distance of 250.82 feet, said arc being subtended by a chord with a bearing of south 25 degrees 39 minutes 14 seconds east and a chord distance of 247.97 feet; thence running in a southerly direction, as measured along the original right of way line to Old College Drive as abandoned, along an arc to the left (Radius 395.53 feet), an arc distance of 22.93 feet, said arc being subtended by a chord with a bearing of south 38 degrees 58 minutes 28 seconds east and a chord distance of 22.93 feet; thence south 55 degrees 41 minutes 49 seconds west a distance of 86.19 feet to the POINT OF BEGINNING.

Tract No. 2:

All that tract or parcel of land lying and being in Land Lot No. 234 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared by Max Randall Compton, Georgia Registered Land Surveyor No. 2584, dated October 27, 2017, and being more particularly described according to said survey as follows:

TO FIND THE TRUE POINT OF BEGINNING of the tract of land herein described, commence at a concrete monument located at the point of intersection of the south line of said Land Lot No. 234 and the west right of way line of Interstate Highway No. 75; thence south 88 degrees 06

minute 56 seconds west, as measured along the south line of said Land Lot No. 234, a distance of 14.01 feet; thence north 84 degrees 32 minutes 32 seconds west a distance of 110.79 feet; thence north 01 degrees 41 minutes 24 seconds east, as measured along the east right of way line of College Drive as relocated, a distance of 33.17 feet; thence running in a northerly direction, as measured along the east right of way line of College Drive as relocated, along an arc to the left (Radius 220.99 feet), arc distance of 70.45 feet, said arc being subtended by a chord with a bearing of north 06 degree 57 minutes 18 seconds west and a chord distance of 70.15 feet; thence north 07 degrees 06 minutes 51 west, as measured along the east right of way line of College Drive as relocated, a distance of 72.78 feet, to the TRUE POINT OF BEGINNING of the tract of land herein described; FROM THE TRUE POINT OF BEGINNING, thence north 07 degrees 06 minutes 51 west, as measured along the east right of way line of College Drive as relocated, a distance of 86.37 feet; thence north 11 degrees 03 minutes 02 west, as measured along the east right of way line of College Drive as relocated, a distance of 208.08 feet; thence running in a southerly direction, as measured along the original right of way line to Old College Drive as abandoned, along an arc to the left (Radius 479.62 feet), an arc distance of 250.82 feet, said arc being subtended by a chord with a bearing of south 25 degrees 39 minutes 14 seconds east and a chord distance of 247.97 feet; thence running in a southerly direction, as measured along the original right of way line to Old College Drive as abandoned, along an arc to the left (Radius 395.53 feet), an arc distance of 22.93 feet, said arc being subtended by a chord with a bearing of south 38 degrees 58 minutes 28 seconds east and a chord distance of 22.93 feet; thence south 55 degrees 41 minutes 49 seconds west a distance of 86.19 feet to the POINT OF BEGINNING.



COLLEGE DRIVE, DUG GAP MOUNTAIN ROAD, INTERSTATE 75

NAME: _____ FILE: _____

2000 年 12 月 1 日

Project

Drawing Tools

17261672306171-18772617000

150

100

LOCATED IN LAND LOT'S 234 & 261
12TH DISTRICT 3RD SECTION
WHITFIELD COUNTY, GEORGIA

CONFIDENTIAL

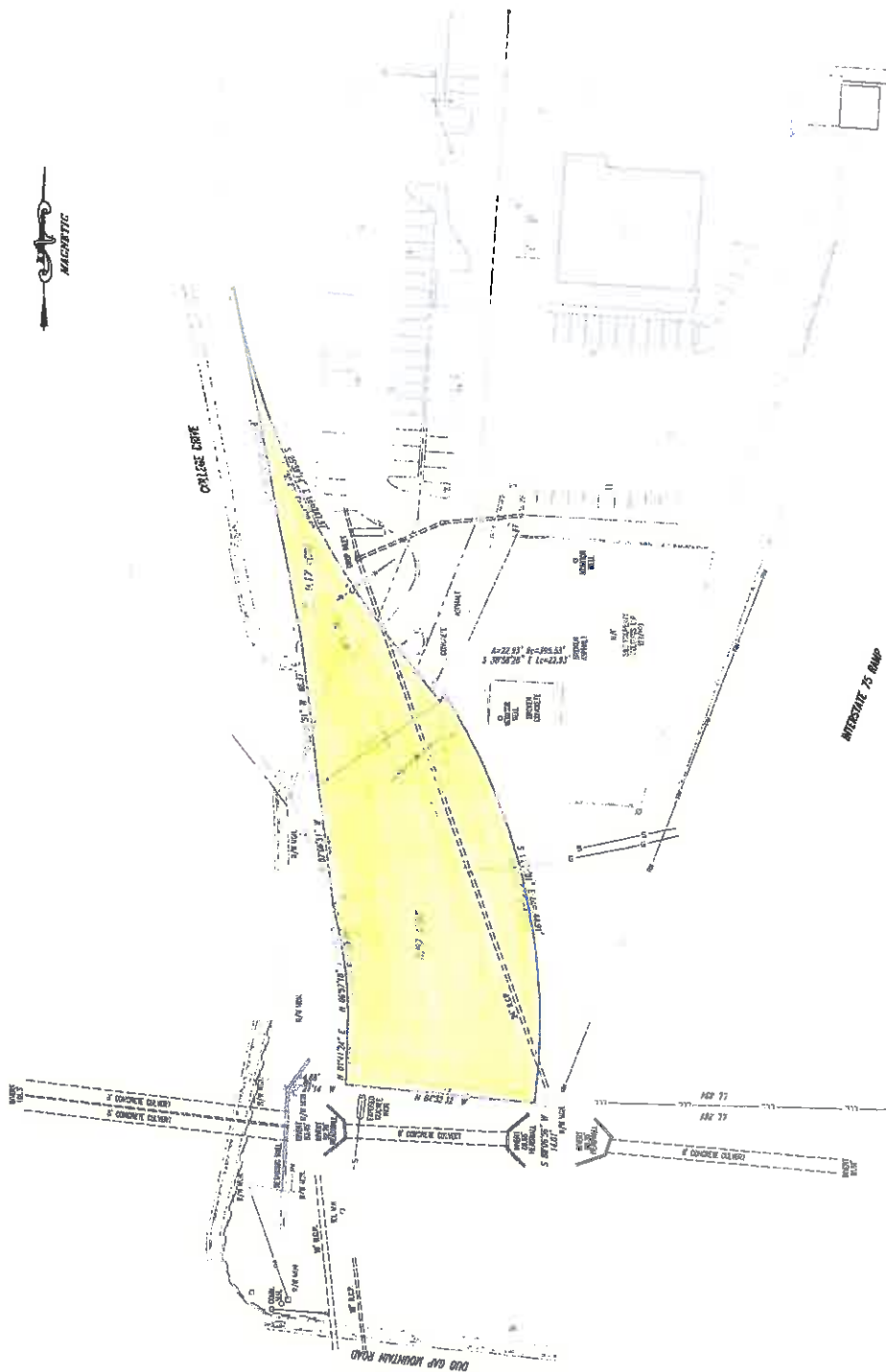
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VERTICAL DATUM ASSUMED



GRAPHIC SCALE 1"=30'



PETITION TO CLOSE ROAD

Comes now, **S & S Land & Development, Inc.** as Petitioner, and requests that the City Council of Dalton, Georgia declare that the portion of College Drive, formerly known as Holiday Avenue described in the within Petition abandoned so that said road will no longer be a part of the City Road System and the rights of the public in and to said sections of road, as a public road, will cease, to-wit:

1. Petitioner is the owner of real estate contiguous and abutting the east side of said public road which is requested to be closed.
2. The City of Dalton acquired title to the Property by deed of gift.
3. The road which Petitioners request the City Council of Dalton, Georgia to declare abandoned has been abandoned in fact as College Drive has been relocated westerly to accommodate a reconfigured interchange at the intersection of College Drive and Walnut Avenue.
4. The road which Petitioner requests the City Council of Dalton, Georgia to declare abandoned is not used by the public and no substantial purpose is served by the road.
5. The City Council of Dalton, Georgia has authority pursuant to O.C.G.A. § 32-7-2 (b) to declare said road abandoned for public purposes and to certify upon its minutes accompanied by a plat of the sketch of the road after notice to property owners located thereon that said road is no longer a part of the City of Dalton road system and the rights of the public in and to said section of road as public road shall cease.
6. No part of said road which Petitioner requests to be closed is located within the State Highway System.
7. Petitioner shows that the aforesaid road and the general location of said road is described in Exhibit "A", for reference thereto.

WHEREFORE, Petitioner requests that any notice as required by law issued to property owners located on said road and that the public be notified of said petition; that the City Council of Dalton, Georgia proceed to declare said road no longer a part of the City of Dalton road system and to certify the abandonment thereon upon its minutes accompanied by a plat or sketch of the section of the road to be closed; that the rights of the public in and to said section of road as a public road cease; and that a deed for said road to be delivered to the adjoining property owners.

This 15th day of December, 2017.

S&S Property Holdings, LLLP

By its General Manager

WLS Management, LLC

By: Lawrence Stocks, Jr. (Seal)

Lawrence W. Stocks, Jr., Manager

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot No. 234 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared by Max Randall Compton, Georgia Registered Land Surveyor No. 2584, dated October 27, 2017, and being more particularly described according to said survey as follows:

BEGINNING at a point located in the south line of said Land Lot No. 234, said point being located south 88 degrees 06 minute 56 seconds west, as measured along the south line of said Land Lot No. 234, a distance of 14.01 feet from a concrete monument located at the point of intersection of said Land Lot Line and the west right of way line of Interstate Highway No. 75; thence north 84 degrees 32 minutes 32 seconds west a distance of 110.79 feet; thence north 01 degrees 41 minutes 24 seconds east, as measured along the east right of way line of College Drive as relocated, a distance of 33.17 feet; thence running in a northerly direction, as measured along the east right of way line of College Drive as relocated, along an arc to the left (Radius 220.99 feet), arc distance of 70.45 feet, said arc being subtended by a chord with a bearing of north 06 degree 57 minutes 18 seconds west and a chord distance of 70.15 feet; thence north 07 degrees 06 minutes 51 west, as measured along the east right of way line of College Drive as relocated, a distance of 72.78 feet; thence north 55 degrees 41 minutes 49 seconds east a distance of 86.19 feet; thence north 24 degrees 30 seconds 10 seconds east a distance of 5.34 feet; thence running in a southerly direction, as measured along the original right of way line to Old College Drive as abandoned, along an arc to the right (Radius 250.0 feet), an arc distance of 356.5 feet, said arc being subtended by a chord with a bearing of south 12 degrees 36 minutes 01 seconds east and a chord distance of 244.91 feet to the POINT OF BEGINNING.

Georgia, Whitfield County

IN RE: Closing of a portion of College Drive, formerly known as Holiday Avenue

WHEREAS, the above matter coming on for regular hearing by virtue of a Petition of S & S Land & Development, Inc. praying that a portion of College Drive, formerly known as Holiday Avenue be discontinued and abandoned; and

WHEREAS, it appearing that notice to all residents and persons owning or having an interest in the lands located in the area through which said road passes has been given personal notice of this Petition to close said road and notice of this hearing or to have acknowledged service thereof; and

WHEREAS, it appearing that the property owners or residents of adjacent property have offered no objection to the closing of the portion of the aforesaid road which is described in Exhibit "A" attached to this resolution and made a part hereof by reference thereto; and

WHEREAS, it further appearing that the portion of College Drive, formerly known as Holiday Avenue has ceased to be of use to the public to the extent that no substantial public purpose is served by the said road and any maintenance thereof would involve useless and unnecessary expenses to the City of Dalton;

NOW, THEREFORE, it is hereby ordered that the portion of College Drive, formerly known as Holiday Avenue described above be closed, discontinued and abandoned and the land encompassed within said road revert to S & S Land & Development, Inc., upon payment by S & S Land & Development, Inc. of the sum of \$130,000.00 said discontinuance and abandonment of said public roadway purposes be effective from this date.

Let the Petition, Notice, and Order be certified by duly recording the same of the minutes of the Mayor and Council of the City of Dalton, Georgia.

This _____ day of _____, 2017.

City of Dalton, Georgia

By: _____
Mayor

Attest: _____
Clerk

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot No. 234 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared by Max Randall Compton, Georgia Registered Land Surveyor No. 2584, dated October 27, 2017, and being more particularly described according to said survey as follows:

BEGINNING at a point located in the south line of said Land Lot No. 234, said point being located south 88 degrees 06 minute 56 seconds west, as measured along the south line of said Land Lot No. 234, a distance of 14.01 feet from a concrete monument located at the point of intersection of said Land Lot Line and the west right of way line of Interstate Highway No. 75; thence north 84 degrees 32 minutes 32 seconds west a distance of 110.79 feet; thence north 01 degrees 41 minutes 24 seconds east, as measured along the east right of way line of College Drive as relocated, a distance of 33.17 feet; thence running in a northerly direction, as measured along the east right of way line of College Drive as relocated, along an arc to the left (Radius 220.99 feet), arc distance of 70.45 feet, said arc being subtended by a chord with a bearing of north 06 degree 57 minutes 18 seconds west and a chord distance of 70.15 feet; thence north 07 degrees 06 minutes 51 west, as measured along the east right of way line of College Drive as relocated, a distance of 72.78 feet; thence north 55 degrees 41 minutes 49 seconds east a distance of 86.19 feet; thence north 24 degrees 30 seconds 10 seconds east a distance of 5.34 feet; thence running in a southerly direction, as measured along the original right of way line to Old College Drive as abandoned, along an arc to the right (Radius 250.0 feet), an arc distance of 356.5 feet, said arc being subtended by a chord with a bearing of south 12 degrees 36 minutes 01 seconds east and a chord distance of 244.91 feet to the POINT OF BEGINNING.

PETITION TO CLOSE ROAD

Comes now, **503 College Drive, LLC** as Petitioner, and requests that the City Council of Dalton, Georgia declare that the portion of College Drive, formerly known as Holiday Avenue described in the within Petition abandoned so that said road will no longer be a part of the City Road System and the rights of the public in and to said sections of road, as a public road, will cease, to-wit:

1. Petitioner is the owner of real estate contiguous and abutting the east side of said public road which is requested to be closed.
2. The City of Dalton acquired title to the Property by deed of gift.
3. The road which Petitioners request the City Council of Dalton, Georgia to declare abandoned has been abandoned in fact as College Drive has been relocated westerly to accommodate a reconfigured interchange at the intersection of College Drive and Walnut Avenue.
4. The road which Petitioner requests the City Council of Dalton, Georgia to declare abandoned is not used by the public and no substantial purpose is served by the road.
5. The City Council of Dalton, Georgia has authority pursuant to O.C.G.A. § 32-7-2 (b) to declare said road abandoned for public purposes and to certify upon its minutes accompanied by a plat of the sketch of the road after notice to property owners located thereon that said road is no longer a part of the City of Dalton road system and the rights of the public in and to said section of road as public road shall cease.
6. No part of said road which Petitioner requests to be closed is located within the State Highway System.
7. Petitioner shows that the aforesaid road and the general location of said road is described in Exhibit "A", for reference thereto.

WHEREFORE, Petitioner requests that any notice as required by law issued to property owners located on said road and that the public be notified of said petition; that the City Council of Dalton, Georgia proceed to declare said road no longer a part of the City of Dalton road system and to certify the abandonment thereon upon its minutes accompanied by a plat or sketch of the section of the road to be closed; that the rights of the public in and to said section of road as a public road cease; and that a deed for said road to be delivered to the adjoining property owners.

This 1st day of December 2017.

503 College Drive, LLC

By:  (Seal)
Manager

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot No. 234 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared by Max Randall Compton, Georgia Registered Land Surveyor No. 2584, dated October 27, 2017, and being more particularly described according to said survey as follows:

TO FIND THE TRUE POINT OF BEGINNING of the tract of land herein described, commence at a concrete monument located at the point of intersection of the south line of said Land Lot No. 234 and the west right of way line of Interstate Highway No. 75; thence south 88 degrees 06 minute 56 seconds west, as measured along the south line of said Land Lot No. 234, a distance of 14.01 feet; thence north 84 degrees 32 minutes 32 seconds west a distance of 110.79 feet; thence north 01 degrees 41 minutes 24 seconds east, as measured along the east right of way line of College Drive as relocated, a distance of 33.17 feet; thence running in a northerly direction, as measured along the east right of way line of College Drive as relocated, along an arc to the left (Radius 220.99 feet), arc distance of 70.45 feet, said arc being subtended by a chord with a bearing of north 06 degree 57 minutes 18 seconds west and a chord distance of 70.15 feet; thence north 07 degrees 06 minutes 51 west, as measured along the east right of way line of College Drive as relocated, a distance of 72.78 feet, to the TRUE POINT OF BEGINNING of the tract of land herein described; FROM THE TRUE POINT OF BEGINNING, thence north 07 degrees 06 minutes 51 west, as measured along the east right of way line of College Drive as relocated, a distance of 86.37 feet; thence north 11 degrees 03 minutes 02 west, as measured along the east right of way line of College Drive as relocated, a distance of 208.08 feet; thence running in a southerly direction, as measured along the original right of way line to Old College Drive as abandoned, along an arc to the left (Radius 479.62 feet), an arc distance of 250.82 feet, said arc being subtended by a chord with a bearing of south 25 degrees 39 minutes 14 seconds east and a chord distance of 247.97 feet; thence running in a southerly direction, as measured along the original right of way line to Old College Drive as abandoned, along an arc to the left (Radius 395.53 feet), an arc distance of 22.93 feet, said arc being subtended by a chord with a bearing of south 38 degrees 58 minutes 28 seconds east and a chord distance of 22.93 feet; thence south 55 degrees 41 minutes 49 seconds west a distance of 86.19 feet to the POINT OF BEGINNING.

Georgia, Whitfield County

IN RE: Closing of a portion of College Drive, formerly known as Holiday Avenue

WHEREAS, the above matter coming on for regular hearing by virtue of a Petition of 503 College Drive, LLC praying that a portion of College Drive, formerly known as Holiday Avenue be discontinued and abandoned; and

WHEREAS, it appearing that notice to all residents and persons owning or having an interest in the lands located in the area through which said road passes has been given personal notice of this Petition to close said road and notice of this hearing or to have acknowledged service thereof; and

WHEREAS, it appearing that the property owners or residents of adjacent property have offered no objection to the closing of the portion of the aforesaid road which is described in Exhibit "A" attached to this resolution and made a part hereof by reference thereto; and

WHEREAS, it further appearing that the portion of College Drive, formerly known as Holiday Avenue has ceased to be of use to the public to the extent that no substantial public purpose is served by the said road and any maintenance thereof would involve useless and unnecessary expenses to the City of Dalton;

NOW, THEREFORE, it is hereby ordered that the portion of College Drive, formerly known as Holiday Avenue described above be closed, discontinued and abandoned and the land encompassed within said road revert to 503 College Drive, LLC, upon payment by 503 College Drive, LLC of the sum of \$6,200.00 said discontinuance and abandonment of said public roadway purposes be effective from this date.

Let the Petition, Notice, and Order be certified by duly recording the same of the minutes of the Mayor and Council of the City of Dalton, Georgia.

This _____ day of _____, 2017.

City of Dalton, Georgia

By: _____
Mayor

Attest: _____
Clerk

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot No. 234 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared by Max Randall Compton, Georgia Registered Land Surveyor No. 2584, dated October 27, 2017, and being more particularly described according to said survey as follows:

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MAYOR

DENNIS MOCK

CITY COUNCIL

DENISE WOOD
TATE O'GWIN
TYREE GOODLETT
GARY CREWS




WWW.CITYOFDALTON-GA.GOV

P.O. BOX 1205
DALTON, GEORGIA 30722
PHONE (706) 278-9500
FAX (706) 278-8245

MEMORANDUM

TO: Benny Dunn, Public Works Director
Jason Parker, Police Chief
Todd Pangle, Fire Chief
Jim Bisson, City Attorney
Tom Bundros, CEO, Dalton Utilities

FROM: Kimberley Witherow 

RE: Street Closing/Quit Claim Request
Portion of College Drive/Holiday Avenue

DATE: December 5, 2017

Enclosed for your consideration is a street closing/quit claim request for a portion of College Drive, formerly known as Holiday Avenue. Please review the documents and return written comments stating approval/disapproval to this office no later than December 14, 2017. A street closing sign notice has been posted on the property and a public notice is being advertised. A first reading on the closing request was held at the December 4th Mayor and Council meeting and a second reading will be held at the December 18th meeting. Thank you for your assistance in this process and please call me should you have any questions.



December 13, 2017

Mr. Dennis Mock
Mayor, City of Dalton
Post Office Box 1205
Dalton, Georgia 30722-1205

**RE: Street Closing/Quit Claim Request
College Drive/formerly known as Holiday Ave.**

Dear Mayor Mock:

As requested in your December 5, 2017, memorandum, Dalton Utilities has reviewed the street closing/quit claim request for a portion of College Drive. The following paragraphs will detail our response and contingent approval of the closure.

Dalton Utilities currently maintains electrical, natural gas, water, sewer and telecommunications services along this portion of College Drive. These utility lines must remain in place in order to maintain the level of service currently needed by utility customers. Therefore, it is imperative that we are provided with a permanent access and utility easement for future maintenance and/or replacement of this critical infrastructure. **It is also important to note that no permanent structure may be constructed above any of the below ground utility lines (natural gas, water and sewer).**

Electric and Fiber Optic: Electrical and fiber optic infrastructure is currently above ground type construction along this portion of College Drive. We understand that the potential future development of this property might require relocation of a portion of these lines and those costs will be passed along to the developer as per normal procedures.

Natural Gas: The existing natural gas line that runs parallel to College Drive must remain in service as it feeds the gas line that runs under I-75 and is a major feed to the commercial customers along W. Walnut Avenue.

Water and Sewer: Both of these utility lines will remain in place along the closed section of College Drive, provided that an easement is allowed for future maintenance and replacement of these lines as necessary. Again, similar to the above referenced natural gas line, both of these utility lines also run under I-75 and cross this section of property to



be sold to the adjacent property owner. These lines are critical to maintain utility service to customers on both sides of the Interstate along Walnut Avenue and surrounding area(s).

Our approval of the road closure is contingent upon the retention of a permanent access and utility easement as noted previously. It would be prudent of the potential land owner to familiarize himself with the location of these utility lines and the impact that his development plans could have on these utilities. Please do not hesitate to contact me at (706) 529-1011 or mbuckner@dutil.com should any questions arise or if we may be of assistance.

Sincerely,



Mark Buckner

Cc: Tom Bundros

DALTON PUBLIC WORKS DEPT.
Benny Dunn, Director

P.O. Box 1205
Dalton, GA 30722-1205
Ph: 706-278-7077
Fax: 706-278-1847
bdunn@cityofdalton-ga.gov



MAYOR
DENNIS MOCK

CITY COUNCIL
DENISE A. WOOD
WILLIAM T. O'GWIN
GARY CREWS
TYREE GOODLETT

DATE: December 11, 2017

TO: Kimberley Witherow, Administration Department

SUBJECT: Street Closing/Quitclaim Request
Portion of College Drive/formerly known as Holiday Avenue

Please be advised that the Public Works Department has no objections to the proposed closing of a portion of the subject street as described in your correspondence dated December 5, 2017, provided the following conditions are met:

- (1). Access to this property will be from the existing driveway located left of Station 12+36 on the College Drive Relocation Plans. No driveway access will be granted between this driveway and Dug Gap Battle Drive.
- (2). Provide Driveway Easement for access to Chilli's and other internal properties at the above driveway location.

Benny J. Dunn
Public Works Director

DALTON FIRE DEPARTMENT

404 School Street
Dalton, GA 30720



TODD PANGLE
FIRE CHIEF
TELEPHONE 706-278-7363
FAX 706-272-7107
tpangle@cityofdalton-ga.gov

PUBLIC SAFETY COMMISSION
BILL WEAVER
KEITH WHITWORTH
TERRY MATHIS
KENNETH E WILLIS
CARLOS CALDERIN

December 5, 2017

Dalton City Administrators Office
Kimberly Witherow
300 W. Waugh St.
Dalton, GA. 30720

Re: Street Closing/Quitclaim Request (Portion of old College Dr.)

Greetings,

The requested street closing poses no known undesirable conflicts with Dalton Fire Department's ability to provide proper fire protection in the area. Therefore, we would accept the requested closure.

Respectfully,

A handwritten signature in black ink, appearing to read "Jeffery Dugger".

Jeffery Dugger
Fire Marshall
City of Dalton

Jason Parker
Chief of Police
jparker@cityofdalton-ga.gov
www.daltonpdblog.org
www.cityofdalton-ga.gov/police



Public Safety Commission

Terry Mathis
Keith Whitworth
Bill Weaver
Kenneth E. Willis
Carlos Calderin

DALTON POLICE DEPARTMENT
301 Jones Street, Dalton, Georgia 30720
Phone: 706-278-9085 • Fax: 706-272-7905

January 11, 2018

Mayor and Council of Dalton
300 West Waugh Street
Dalton GA 30720

Dear Mayor and Council:

I have reviewed the request for a street closing/quit claim for a portion of College Drive/Holiday Avenue. Upon review, I recommend approval from a public safety and law enforcement perspective. This change will not negatively impact the delivery of police services in this area.

Please contact me if you have questions.

Best Regards,

A handwritten signature in blue ink, appearing to read "JParker", is written over the printed name.

Jason Parker
Chief of Police

fp

cc: Assistant Chief Cason

2018 ALCOHOL BEVERAGE RENEWAL APPLICATIONS

PSC TUESDAY JANUARY 23, 2018

M&C MONDAY FEBRUARY 5, 2018

(2) 2018 ALCOHOL APPLICATIONS

Business Owner: Seasons LG, Inc.
d/b/a: Seasons Hibachi & Sushi
Applicant: Seasons LG, Inc.
Business Address: 785 Shugart Rd. Suite 9A
Type: Beer & Wine Pouring
Disposition: **New**

Business Owner: El Kacama Co.
d/b/a: Tienda El Kacama
Applicant: El Kacama Co.
Business Address: 616 4th Ave Suite 4-6
Type: Package Beer
Disposition: **Owner Change**

Jason Parker
Chief of Police

jparker@cityofdalton-ga.gov
www.daltonpdblog.org
www.cityofdalton-ga.gov/police



Public Safety Commission

Terry Mathis
Keith Whitworth
Bill Weaver
Kenneth E. Willis
Carlos Calderin

DALTON POLICE DEPARTMENT

301 Jones Street, Dalton, Georgia 30720
Phone: 706-278-9085 • Fax: 706-272-7905

January 11, 2018

Mayor and Council of Dalton
300 West Waugh Street
Dalton GA 30720

Dear Mayor and Council:

Please accept this letter as a request to approve the attached contract between JBM Business Solutions and the City of Dalton Police Department. Our current copier in Records is being leased from JBM Office Solutions, the same company that has the contract with the City of Dalton. The lease expires this month for our current copier and the item is due for an upgrade. We will be transitioning from a Konica Minolta Bizhub 554 to a Konica Minolta Bizhub 558e. The new unit will be a 4-year lease with the same service option and has been offered at a savings of \$33.41 per month, and \$400 per year over the current unit. The new unit cost will be \$185.06 per month. This lease is renewable every twelve months.

The funds for this item are already included in the police department budget.

Please contact me if you have any questions.

Best Regards,

William C Cason
Assistant Chief of Police

fp



510 McGhee Drive

P.O. Box 2347

Dalton, Ga 30722

(706) 278-2617

LEASE AGREEMENT

Effective Date January 11, 2018				
Full Legal Name City of Dalton Police Department				
Address (Equipment Location) 301 Jones Street		City Dalton	State GA	Zip 30720
				County Whitfield
Quantity	Type, Make, Model Number and included accessories	Serial #		
1	Konica Minolta Bizhub 558e			
48	MONTHLY LEASE PAYMENTS OF <u>\$185.06</u> Renewed Yearly	Includes all toner, parts, labor, drum and developer; excludes paper and staples. Billed at .0085.		
	FMV			

LEASE AGREEMENT AND FEES: For and in consideration of the monthly lease payments shown above, Jarrett's Business Machines agrees to lease to City of Dalton Police Dept. City of Dalton Police Dept. agrees to lease from Jarrett's Business Machines, the equipment described above. This lease agreement will begin on the date the equipment is delivered to you. This lease will renew year to year unless cancelled. You understand we are acquiring the equipment based on your unconditional acceptance of it and your promise to pay us under the terms of this lease.

EQUIPMENT USE AND REPAIR: You shall keep the equipment in good working order and not move it without our written acknowledgment. Except for normal wear and tear, you are responsible for any damage or loss to the equipment.

DEFAULT: If you do not pay any sum by its due date, or 20 days from the due date, or you breach any term of this lease or any other agreement with us, you will be in default. If you default, we may require that you 1) return the equipment to us; 2) pay all past due amounts under this lease; and 3) pay all future amounts owed for the unexpired term. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date until paid.

AGREEMENT: You have no right to sell, assign or sub lease the equipment or this lease.

TITLE: In the event of a default, title to the equipment shall revert to us free and clear of any rights or interests you may have in the equipment.

THIS AGREEMENT IS NOT BINDING ON US UNTIL WE SIGN BELOW.
VENDOR: JARRETT'S BUSINESS MACHINES

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL LEASE TERM.
LEASEE: (As stated above—by its undersigned authorized representative)

By: _____ Date: _____

X _____ Date: _____





Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: GA1550100
Agency Name: Dalton Police Department
Mailing Address: 301 Jones Street
Dalton, GA 30720

Type: Police Department

Finance Contact

Name: Brown, Alethea
Phone: 7062789085

Email: abrown@cityofdalton-ga.gov

ESAC Preparer

Name: Brown, Alethea
Phone: 7062789085

Email: abrown@cityofdalton-ga.gov

FY End Date: 12/31/2017

Agency FY 2018 Budget: \$8,552,590.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance (Must match Ending Balance from prior FY)	\$0.03	\$1,833.18
2	Equitable Sharing Funds Received	\$0.00	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force (Complete Table B)	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$0.45	\$7.77
6	Total Equitable Sharing Funds Received (total of lines 1-5)	\$0.48	\$1,840.95
7	Equitable Sharing Funds Spent (total of lines a - n below)	\$8.00	\$92.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$(7.52)	\$1,748.95

¹Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law enforcement operations and investigations	\$0.00	\$0.00
b	Training and education	\$0.00	\$0.00
c	Law enforcement, public safety and detention facilities	\$0.00	\$0.00
d	Law enforcement equipment	\$0.00	\$76.00
e	Joint law enforcement/public safety operations	\$0.00	\$0.00
f	Contracting for services	\$0.00	\$0.00
g	Law enforcement travel and per diem	\$0.00	\$0.00
h	Law enforcement awards and memorials	\$0.00	\$0.00
i	Drug, gang and other education or awareness programs	\$0.00	\$0.00
j	Matching grants (Complete Table C)	\$0.00	\$0.00
k	Transfers to other participating law enforcement agencies (Complete Table D)	\$0.00	\$0.00
l	Support of community-based programs (Complete Table E)	\$0.00	\$0.00
m	Non-categorized expenditures (Complete Table F)	\$8.00	\$16.00
n	Salaries (Complete Table G)	\$0.00	\$0.00
Total		\$8.00	\$92.00

Table B: Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Table C: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table D: Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Table E: Support of Community-based Programs

Recipient	Justice Funds	

Table F: Non-categorized expenditures in (a) - (n) Above

Description	Justice Funds	Treasury Funds
Bank Service Charge; should be refunded	\$8.00	\$16.00

Table G: Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section: 1400 New York Avenue, N.W., Washington, DC 20005.

Did your agency purchase any controlled equipment? ☐ YES ☒ NO

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the **Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the Guide during the reporting period and that the recipient Agency is compliant with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submission of this form, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the Department of Justice and Department of the Treasury Equitable Sharing Programs. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. Submission. This Document must be submitted within 60 days of the end of the Agency's fiscal year. This Document must be signed and submitted electronically. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be from the law enforcement agency and must be from a separate entity.

3. Uses. Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the Department of Justice and the Department of the Treasury Equitable Sharing Programs as set forth in the current edition of the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies (Guide)*.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must first verify with the Department of Justice that the receiving agency is a compliant Equitable Sharing Program participant. Transfers of tangible property are not permitted.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures, joint law enforcement operations funds, and other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that funds are maintained by the jurisdiction maintaining appropriated funds and agrees that such accounting will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the current edition of the *Guide*, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or supplantation of existing resources with shared assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending shared funds. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Guide*.

6. Audit Report. Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Super Circular,

Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Department of Justice and the Department of the Treasury reserve the right to conduct periodic random audits or reviews.

7. Freedom of Information Act. Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: Cason, Cliff
Title: Interim Chief
Email: ccason@cityofdalton-ga.gov

Signature: Submitted Electronically

Date: 01/24/2018

To the best of my knowledge and belief, the information provided on this form is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, including ensuring permissibility of expenditures and following all required procurement policies and procedures. Entry of the Agency Head name above also indicates his/her acceptance of and agreement to abide by requirements set forth in this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing programs. The Law Enforcement Head also certifies that no items on the Prohibited list, as detailed in "Recommendations Pursuant to Executive Order 13888", were purchased with equitable sharing funds on or after October 1, 2015.

Governing Body Head

Name: Mock, Dennis
Title: Mayor
Email: dmock@cityofdalton-ga.gov

Signature: Submitted Electronically

Date: 01/24/2018

To the best of my knowledge and belief, the agency's current fiscal year budget reported on this form is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing Programs.

☒ I certify that I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.



City of Dalton
Services Agreement for CHIP (Community Home Investment Program) Grant

This Agreement is entered into as of the ____ day of _____, 2018 by and between the **Dalton-Whitfield Community Development Corporation ("DWCDC")**, a Georgia not for Profit Corporation, and the **City of Dalton ("City")**, a Georgia municipal corporation.

WITNESSETH

Whereas, the City desires to engage DWCDC to render client outreach, application processing, translation, work write-ups, environmental assessments, document preparation, and client file maintenance for the administration of the City's 2014 CHIP Program; and

Whereas, DWCDC desires to provide such services on the terms and conditions set forth below.

Now therefore, in consideration of the promises and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. DWCDC Services for Consulting Services

The City hereby agrees to engage DWCDC for services as noted in Attachment A, attached hereto and made a part hereof.

2. Time of Performance

This Agreement covers the period starting the 1st day of January, 2018, and will terminate on the 31st day of December, 2018 unless the City elects to have DWCDC complete unfinished service, in which event this Agreement will terminate upon the completion of such service.

3. Compensation and Payment

The City shall pay DWCDC for such services in accordance with Attachment A, attached hereto and made a part hereof. The City agrees to pay DWCDC following receipt of a detailed invoice presented on a monthly basis reflecting the actual work performed by DWCDC.

4. Termination of Cause

The City may terminate this Agreement for cause upon ten (10) days prior written notice to DWCDC for default in the performance of any terms of this Agreement. Such

termination shall be without prejudice to any of the City of Dalton rights or remedies by law.

5. Termination for Convenience

The City may terminate this Agreement for its convenience at any time by written notice to DWCDC. In the event of the City's termination of this Agreement, DWCDC will be paid for those services actually performed as of the date of termination. Partially completed performance of the Agreement will be compensated upon a signed statement of completion submitted by DWCDC that itemizes each element of the performance.

6. Conflict of Interest

DWCDC agrees to avoid all instances wherein there might be a potential and/or actual conflict of interest regarding the subject matter of this Agreement. In no instance will any staff member of DWCDC perform any other work for the City outside the scope of this Agreement.

7. Applicable Law

Each and every provision of this Agreement shall be construed in accordance with and governed by Georgia law.

8. Assignment

DWCDC shall not assign or subcontract, in whole or in part, its rights or obligations pursuant to this Agreement, or any monies due to become due hereunder, without the prior written consent of the City.

9. Indemnification

To the fullest extent permitted by law, DWCDC shall, at its sole cost and expense, indemnify and hold harmless the City from all claims and liabilities arising out of, or resulting from, the performance of this Agreement.

10. Relationship

The parties agree that DWCDC is carrying out its obligations hereunder as an independent contractor and not as an agent of the City. DWCDC shall not have the power to bind the City of Dalton.

(Signatures on following page.)

In witness whereof, the City of Dalton and Dalton Whitfield Community Development Corporation have executed this Agreement on the date and year above written.

CITY OF DALTON

By: _____
Dennis Mock, Mayor

Attest: _____
Bernadette Chattam, City Clerk

DALTON WHITFIELD COMMUNITY DEVELOPMENT CORPORATION

By: _____
Jennifer Shearin, Executive Director

ATTACHMENT A:

Schedule of Services

Services to be provided for the grant year June 1st – May 31st:

1. Market the CHIP rehab program to perspective applicants
2. Provide language translation and hearing impaired services
3. Set-up fair and equitable application in-take process
4. Pre-qualify the applicant
5. Submit list of qualified applicants to the City for approval
6. Prepare required CHIP loan documents and submit to City's legal council for approval
7. Tier 2 environmental review for each house
8. Obtain and/or prepare work write up with assistance of Whitfield County Building Inspectors office
9. Assist Gilbert and Associates, as needed, with contractor bid packets, bid scoring, pre-construction meeting, and preparation of the construction contracts to be submitted to the City for approval
10. Obtain copy of homeowner's insurance policy and verify that the City has been added as an "additional insured" before any work is started
11. Conduct, with the assistance of the Whitfield County Building Inspectors office, all inspections to ensure compliance with the required standards
12. Assist Gilbert and Associates and the City of Dalton with any other documentation as needed for CHIP/HUD reports

Fee: \$1,500.00 per project X 8 houses= \$12,000.00

Fee paid on completion of each project



City of Dalton
Services Agreement for CDBG (Community Development Block Grant) Program

This Agreement is entered into as of the ____ day of _____, 2018 by and between the **Dalton-Whitfield Community Development Corporation ("DWCDC")**, a Georgia not for Profit Corporation, and the **City of Dalton ("City")**, a Georgia municipal corporation.

WITNESSETH

Whereas, the City desires to engage DWCDC to render certain data collection, translation, and outreach services for the administration of the City's CDBG Program; and

Whereas, DWCDC desires to provide such services on the terms and conditions set forth below.

Now therefore, in consideration of the promises and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. DWCDC Services for Consulting Services

The City hereby agrees to engage DWCDC for services as noted in Attachment A, attached hereto and made a part hereof, on an "as needed" basis.

2. Time of Performance

This Agreement covers the time period starting the 1st day of January, 2018, and will terminate on the 31st day of December, 2018 unless the City elects to have DWCDC complete unfinished service, in which event this Agreement will terminate upon the completion of such service. DWCDC shall not undertake any service described on Attachment A until it has received written notice to proceed as to each such service from the City.

3. Compensation and Payment

The City shall pay DWCDC for such services in accordance with Attachment B, attached hereto and made a part hereof. The City agrees to pay DWCDC following receipt of a detailed invoice presented on a monthly basis reflecting the actual work performed by DWCDC.

4. Termination of Cause

The City may terminate this Agreement for cause upon ten (10) days prior written notice to DWCDC for default in the performance of any terms of this Agreement. Such termination shall be without prejudice to any of the City of Dalton rights or remedies by law.

5. Termination for Convenience

The City may terminate this Agreement for its convenience at any time by written notice to DWCDC. In the event of the City's termination of this Agreement, DWCDC will be paid for those services actually performed as of the date of termination. Partially completed performance of the Agreement will be compensated upon a signed statement of completion submitted by DWCDC that itemizes each element of the performance.

6. Conflict of Interest

DWCDC agrees to avoid all instances wherein there might be a potential and/or actual conflict of interest regarding the subject matter of this Agreement. In no instance will any staff member of DWCDC perform any other work for the City outside the scope of this Agreement.

7. Applicable Law

Each and every provision of this Agreement shall be construed in accordance with and governed by Georgia law.

8. Assignment

DWCDC shall not assign or subcontract, in whole or in part, its rights or obligations pursuant to this Agreement, or any monies due to become due hereunder, without the prior written consent of the City.

9. Indemnification

To the fullest extent permitted by law, DWCDC shall, at its sole cost and expense, indemnify and hold harmless the City from all claims and liabilities arising out of, or resulting from, the performance of this Agreement.

10. Relationship

The parties agree that DWCDC is carrying out its obligations hereunder as an independent contractor and not as an agent of the City. DWCDC shall not have the power to bind the City of Dalton.

(Signatures on following page.)

In witness whereof, the City of Dalton and Dalton Whitfield Community Development Corporation have executed this Agreement on the date and year above written.

CITY OF DALTON

By: _____
Dennis Mock, Mayor

Attest: _____
Bernadette Chattam, City Clerk

DALTON WHITFIELD COMMUNITY DEVELOPMENT CORPORATION

By: _____
Jennifer Shearin, Executive Director

ATTACHMENT A:

2017-2018 Schedule of Services

Services to be provided for each Grant Year of July 1st-June 30th:

1. Fair Housing Education and community outreach.
2. Continuum of Care/Homeless Needs information and tables.
3. Collect Housing Needs Assessments, Homeless Needs, and Housing Market Analysis data for Consolidated Plan and Annual Action Plan.
4. Collect accomplishment data on Housing Needs, Public Housing, and Barriers to Fair Housing for the Consolidated Annual Performance and Evaluation Report (CAPER).
5. Translate documents to Spanish and provide a Spanish translator as need for public meetings.
6. Assist with other Fair Housing reports and data as requested
7. Provide input at public meetings on housing needs.
8. Assist with any other reporting as required by HUD/CDBG program.

ATTACHMENT B:

Dalton Whitfield Community Development Corporation fee schedule for the City of Dalton Community Development Block Grant (CDBG) Program, Fair Housing documentation/education, and other planning services.

The CDBG program year is July 1st- June 30th.

1. Fair Housing Education and community outreach.
 - a. 5 Sharing is Caring Classes 12 hours
 - b. Homeless Connect Outreach (January 24, 2018) 80 hours
 - c. Point and Time Count (January 22, 2018) 30 hours
2. Collect Housing Needs Assessments, Homeless Needs, and Housing Market Analysis data for Consolidated Plan and Annual Action Plan.
 - a. Con Plan-write 3 sections-listed above (every 5 years) 2 hours
(2 hours annually)
 - b. Annual Action Plan- 3 sections listed above (annually) 2 hours
 - c. CAPER-numbers for persons served, summary of housing needs. Collect accomplishment data on Housing Needs, Public Housing, and Barriers to Fair Housing for the Consolidated Annual Performance and Evaluation Report (CAPER). 5 hours
3. Translate documents to Spanish and provide a Spanish translator as need for public meetings.
 - a. Average of 4 newspaper ads (1.5 hrs each) 6 hours
4. Assist with other Fair Housing reports and data as requested 5 hours
5. Provide input at public meetings on housing needs. 64 hours
 - a. State housing meetings (8 per year)
 - 6 Balance of State board meetings
 - 1 GICH retreat- if we have \$\$ in our budget
 - 1 Georgia State Homeless Coalition
 - b. Undios US (fka.LaRaza) Meetings (15 per year) 88 hours
 - 12- Attend monthly regional meetings
 - 1 NHN Annual meeting
 - 1 Leadership Conference
 - 1 Unidos US Learning Expo

Total hours for joint Whitfield Cty, Murray Cty, and the City of Dalton activities: 274 hours

33% of the joint activity hours:	90.50 hours
City of Dalton CDBG hours (in bold)	20.00 hours
Rate of \$75.00/hour	\$8,287.50



EMCOR Services Aircond
400 Lake Ridge Drive
Smyrna, GA 30082
T: 770.444.3355

January 23, 2018

Dalton City Hall
Attn: Greg Batts
300 West Waugh Street
Dalton, GA 30722

Re: Contract #G1023636

Dear Greg:

Some of the real advantages in having EMCOR Services Aircond maintain your HVAC equipment is fewer breakdowns, better response time when you do have a problem, increased comfort and/or production, longer equipment life and increased operating efficiency.

EMCOR Services Aircond, like most companies, continually strives to keep our own operating costs in line. Normal inflationary increases in labor and materials forces us to periodically evaluate our ability to continue to provide our customers with the quality service they expect and deserve.

Given current economic conditions, we will need to apply a small Cost of Living increase in order to continue to provide you with the top service you deserve. The adjusted service agreement price will change from \$1,547.50 per quarter to \$1,626.00 per quarter effective February 1, 2018.

We would like to thank you for your business and continued partnership with EMCOR Services Aircond. Please acknowledge your acceptance below and return to me at your earliest convenience. Let me know if there is anything else I can do for you.

Sincerely,

Approved by

Signature: _____

Name/Title: _____

Date: _____

Tanja Suttles
Customer Care Manager
Direct: 770-805-2573
Email: tsuttles@aircond.com

An aerial photograph of a city street, likely in New Haven, CT, showing residential buildings, parked cars, and utility poles. Overlaid on the image are several SeeClickFix report pins, each consisting of a heart icon with a wrench and a text label. The labels include: 'Trees trimmed' (on the left side of the street), 'Sidewalk patched' (in the center of the street), 'Trash picked up' (on the right side of the street), 'Park cleaned up' (on the right side of the street), 'Grassy roadside' (on the right side of the street), and 'Street light fixed' (in the upper right corner).

SeeClickFix

Scope of Services Proposal

SeeClickFix Inc
770 Chapel Street
New Haven, CT 06510

Prepared for:

*Darin Waldrop
Information Technology Director
Dalton, Georgia, City
300 West Waugh Street
PO Box 1205
Dalton, GA, 30720
dwaldrop@cityofdalton-ga.gov
(706) 529-2490*

Prepared by:

*Alissa Letkowski
Account Executive
alissa.letkowski@seeclickfix.com
203-349-6576*



Prepared for:
Darin Waldrop
Dalton, Georgia, City
300 West Waugh Street
PO Box 1205
Dalton, GA, 30720
dwaldrop@cityofdalton-ga.gov
(706) 529-2490

Prepared by:
Alissa Letkowski
Account Executive
alissa.letkowski@seeclickfix.com
203-349-6576

Issue Date: 1/25/2018
Pricing Expires: 1/31/2018

ANNUAL PRODUCT SUBSCRIPTIONS		Quantity	Annual Fee
Request	Complete request management system including citizen submission and communication tools.	1	\$11,000.00
Users	Distinct internal users who will have access to the SeeClickFix tools below.	40	\$5,280.00
TOTAL ANNUAL SUBSCRIPTION FEES			\$16,280.00
TOTAL FEES			
YEAR ONE FEES (Due at Contract Signing)			\$16,280.00

The undersigned agree to the following Terms and Conditions and have caused this Contract to be executed as of the date signed by the Customer which will be the Effective Date: <http://legal.seeclickfix.com/terms-and-conditions/>

SeeClickFix

Dalton, Georgia, City

Name

Name

Title

Title

Date

Date

Signature

Signature

SeeClickFix's W9 information is available here: https://drive.google.com/file/d/0BwW_zrHi8QH2anF0bElKU3h5bFk/view

SeeClickFix in Georgia

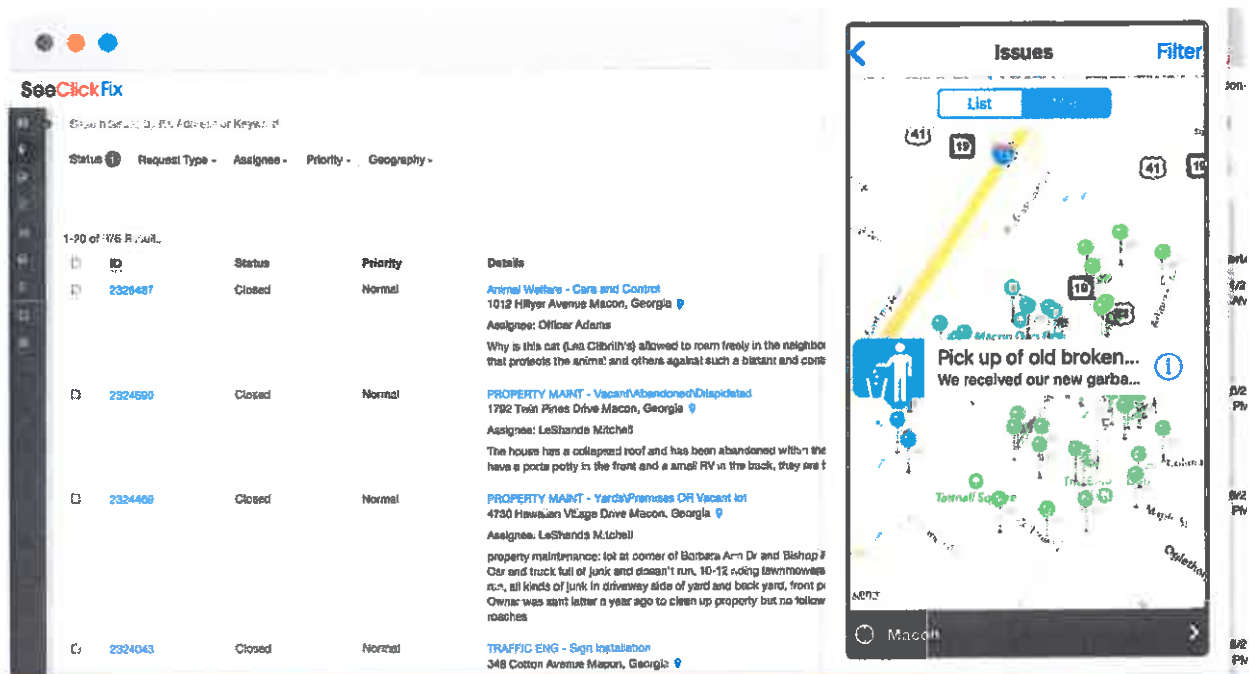
SeeClickFix is an integrated platform for service request collection and management. Since 2009, SeeClickFix has empowered governments to provide **better customer service while increasing efficiency and reducing costs.**

In particular, both Georgia counties and towns have been utilizing SeeClickFix to harness the **power of regionalization** — saving money and time for their governments.

Check out a few examples in this case study.

Join 15+ Georgia partners!

- ① Alpharetta
- ② Canton
- ③ Chatham County
- ④ Clayton County
- ⑤ Decatur
- ⑥ Dunwoody
- ⑦ East Point
- ⑧ Flowery Branch
- ⑨ Forsyth
- ⑩ Johns Creek
- ⑪ Loganville
- ⑫ Macon-Bibb County
- ⑬ Monroe
- ⑭ Roswell
- ⑮ Sandy Springs
- ⑯ Stockbridge
- ⑰ Valdosta



Flowery Branch, GA

Population: 5,679

This charming city provides excellent services and boosts citizen engagement using SeeClickFix tools:

- Custom mobile app
- Web tools
- Call Taker Interface

Flowery Branch citizens, residents and visitors now report a variety of problems such as potholes, graffiti, drainage and flooding quickly and easily through the mobile app.

"The constant contact after implementation helped us spread the word and engage our citizens. This type of personal relations is why it was a breeze to get the program up and running!"

*-Kevin Hutcheson, M.P.A.
City of Flowery Branch*

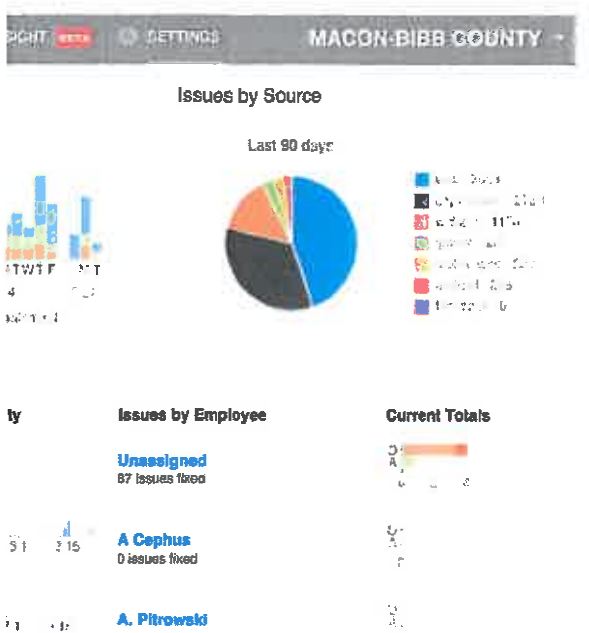


Valdosta, GA

Population: 56,000

This partnership came at an opportune time for the city, as SeeClickFix was launched in conjunction with updating the city's website. The city thought it was the perfect chance to offer their citizens a **multi-faceted, enhanced service communications package** instead of simply using a website form.

The city strives to be known for outstanding customer service and they believe that partnering with SeeClickFix helps in achieving this goal.



Macon-Bibb County, GA

Population: 89,000

Macon-Bibb County has become a leader in quality county services across the county. In particular, with SeeClickFix tools, they have taken their customer service experience to a whole new level:

"I love SeeClickFix. To me, it's the best thing we've had as far as customer relations management. And because we have it, we're able to do our jobs and enjoy what we do. And that makes a difference too -- to really like your job."

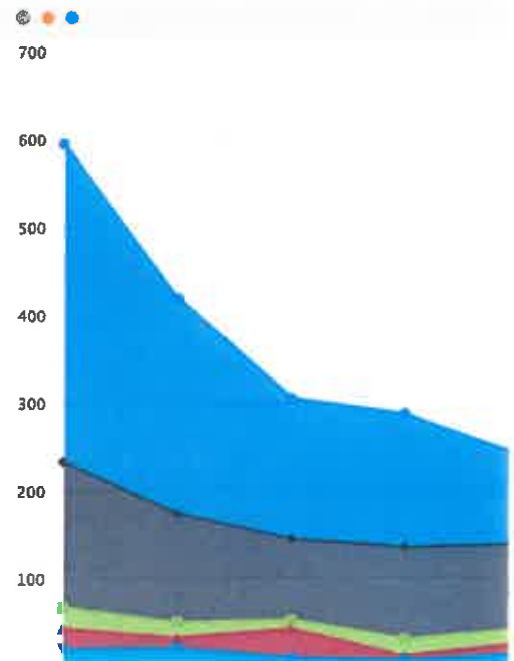
-Denise Mercer, Customer Service Manager

Decatur, GA

Population: 20,000

Decatur is unique in the services they want to provide to their citizens. With an Out of Town House Check service by the police department, Fire Inspection Request and Car Seat Safety Check Request among other cool services offered. SeeClickFix grows to match your needs and use cases. **In addition, with SeeClickFix's powerful analysis tools, Decatur has used the platform to continue to evaluate their constituents' needs.**

In a time when government agencies are expected to be doing more with less, this platform provides a viable option for success.



SeeClickFix at a Glance

With SeeClickFix's powerful mobile, web, and CRM tools, numerous towns, cities, and counties have been catapulted into the 21st century.



2 million issues reported



265+ partners



15+ Partners in Georgia



25+ integrations



Contact us!

sales@seeclickfix.com
(203) 752-0777
gov.seeclickfix.com

Russell R. McMurry, P.E., Commissioner



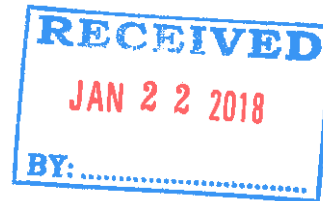
GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

January 3, 2018

2nd NOTICE

Justin Morrow, Manager
DALTON MUNICIPAL AIRPORT
PO Box 1205
Dalton, GA 30721



**RE: Georgia Unified Certification Program
MOU for U.S. DOT Recipients**

Greetings:

Enclosed please find an updated Memorandum of Understanding (MOU) regarding your organization's participation in the Georgia Unified Certification Program (UCP). This document has been drafted to mimic the original document that was entered into between the Georgia UCP and your organization in or around 2002.

Though the MOU has been updated to recognize that time has elapsed since the first UCP was created, the Parties agreement and responsibilities remain the same and the substantive language of the MOU remains essentially unchanged from the original.

Once you have signed the document please return the original to my attention and we will maintain your MOU with other members of the Georgia UCP. However, if you do not wish to maintain your membership in the GUCP it **will be withdrawn if signed copy of MOU is not received on or before March 31, 2018.**

Please feel free to contact me if you have questions or require clarification in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "K.A. King", written over a horizontal line.

Kimberly A. King, Director
Equal Employment Opportunity Office
Georgia Department of Transportation

KAK/dk

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
THE GEORGIA DEPARTMENT OF TRANSPORTATION,
And DALTON MUNICIPAL AIRPORT**

This Memorandum of Understanding documents the participation of U.S. DOT Recipients and in certain instances, funding arrangements for the continued implementation and operation of the Unified Certification Program (UCP) in the State of Georgia.

PREAMBLE

WHEREAS, the Georgia Department of Transportation (GDOT), an agency of the State of Georgia, has undertaken a Unified Certification Program to certify all Disadvantaged Business Enterprises in the State of Georgia with the cooperation of The Metropolitan Atlanta Rapid Transit Authority (MARTA)

WHEREAS, the initial assessment involved compiling information and developing tools regarding the development of a UCP in the State of Georgia; and

WHEREAS, this MOU establishes the certification procedures for Disadvantaged Business Enterprises participating in federally funded projects; and

WHEREAS, the Georgia Department of Transportation has been and continues to be the Lead Agency for the Unified Certification Program and has accepted the responsibility for the statewide certification program, and;

WHEREAS, the State of Georgia Unified Certification Program is consistent with the laws, rules and regulations of Title VI of the 1964 Civil Rights Act and 49 Code of Federal Regulation, Parts 23 and 26 and,

WHEREAS, the U.S. DOT Recipients have a mission to:

1. Coordinate and participate in the certification review processes that affect socially and economically disadvantaged businesses.
2. Promote and maintain a UCP directory of socially and economically disadvantaged businesses.

Now, therefore, in consideration of the mutual promises and covenants herein contained, it is hereby agreed by and between the parties:

1) PURPOSE

- a) This Memorandum of Understanding outlines the scope of work including any obligations and responsibilities.
- b) GDOT, FHWA, MARTA, FAA, FTA and other recipients will have access to all work completed as part of the Unified Certification Program.

2. SUPPORTIVE SERVICES FOR THE UNIFIED CERTIFICATION PROGRAM:

- a) All of the signatory parties have consulted and agreed on services required to complete the work described in the certification procedures and processes prior to the work beginning.
- b) All of the signatory parties agree to consult on the use of services for work described in the certification procedure and process provided that all services will be used for documentation and dissemination of the information on Disadvantaged Business Enterprises.

This agreement is entered into, by and between the Georgia Department of Transportation and **DALTON MUNICIPAL AIRPORT**. This agreement will take effect at the time of approval by all entities.

The signatory parties mutually agree to consult regarding any amendments or issues to be addressed. This agreement may be modified by written mutual consent of the signatory parties.

Russell McMurry, P.E., Commissioner
Georgia Department of Transportation
600 West Peachtree Street, N.W.
Atlanta, Georgia 30308

Date

Justin Morrow, Manager
DALTON MUNICIPAL AIRPORT
PO Box 1205
Dalton, GA 30721

Date



January 15, 2018

Honorable Dennis Mock
Mayor
City of Dalton
300 West Waugh Street
Dalton, Georgia 30720

RE: GDOT Project No. AP018-9033-37(313)
Terminal Ramp Rehabilitation Phase I
Dalton, Georgia

Dear Mayor Mock:

Enclosed are five (5) originals of the contract documents. Please complete as outlined below and return all five to our office for further processing:

1. Agreement – Execute Page A-5 (DO NOT DATE)
2. Acknowledgement of Owner and Acknowledgement of Clerk – Execute Page A-6 (DO NOT DATE)
3. Certificate of Owner's Attorney, Page CA-1 – Please have your attorney complete (DO NOT DATE)

Please do not hesitate to contact me with any questions you may have.

Sincerely,

Barge Design Solutions, Inc.

Jeffrey A Redmill, PE, PMP
Senior Project Manager

c: Mr. Danny Morgan

Enclosures

Barge project # 32766-09

AGREEMENT

**For the Construction of
 TERMINAL RAMP REHABILITATION PHASE I
 DALTON, GEORGIA
 GDOT PROJ. NO. APXXX-XXXX-XX(313) WHITFIELD COUNTY**

THIS AGREEMENT, made and executed at _____ this _____ day of _____, 20____, by and between the **CITY OF DALTON**, situated in the State of Georgia, hereinafter called the "OWNER" and a Corporation (corporation), (partnership), (individual) doing business as Northwest Georgia Paving, Inc. with principal office at 501 W. May St., Calhoun, GA 30701 hereinafter called the "CONTRACTOR".

WITNESSETH, that OWNER and CONTRACTOR for and in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. WORK

1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

1.1.1 The furnishing of all necessary materials, labor, superintendence, tools and appliances for the construction, testing and placing in operation:

Base Bid: Terminal Apron Rehabilitation Phase I.

Alternate #1 Concrete Helipad and Markings

2. ENGINEER

2.1 BARGE, WAGGONER, SUMNER AND CANNON, INC., hereinafter called the ENGINEER, will assume duties and responsibilities and will have the rights and authority assigned to the ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

3. CONTRACT TIME AND LIQUIDATED DAMAGES**3.1 Contract Time**

3.1.1 The rehabilitation and construction work designated in the Project Drawings under the BASE BID shall be completed and ready for acceptance in accordance with Section 80 of the General Provisions within 60 calendar days after the date when contract time commences to run. Alternate # 1 contract time is 15 calendar days.

- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Project Work are not Completed within the time specified in Paragraph 3.1.1 above, plus any extensions thereof allowed in accordance with Section 80 of the General provisions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Base Bid Work and Project Work are not Complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER **Five Hundred (\$500.00)** for each **calendar day** that expires after the time specified in Paragraph 3.1 for Completion, until the Project Work or any designated portion thereof is complete.
- 3.3 CONTRACTOR understands and hereby expressly agrees that in addition to liquidated damages specified in paragraph 3.2 above, the CONTRACTOR will pay to the OWNER the costs to OWNER for any inspector or inspectors necessarily employed by OWNER on the WORK and any sums paid by the OWNER to the ENGINEER for any observation of construction and project representative services performed by the ENGINEER for the number of days in excess of the number of days allowed for Completion of the Work, and for overtime work.
- 3.4 Subject to the applicable provisions of law, this Agreement shall be in full force and effect as a contract, from and after the date on which a fully executed and approved counterpart hereof is delivered to the CONTRACTOR and shall remain and continue in full force and effect until after the expiration of the guarantee period and the CONTRACTOR and his Sureties are finally released by the OWNER.
4. CONTRACT PRICE
- 4.1 OWNER is to pay and the CONTRACTOR is to receive the Prices Bid in the BID herein contained or hereto annexed, as full compensation for furnishing all materials and labor in building, constructing and testing, and in all respects completing the herein described Work and appurtenances in the manner and under the conditions herein specified, and for fully complying with the terms and conditions of this Contract.
5. PAYMENT PROCEDURES
- 5.1 Applications: CONTRACTOR shall submit Applications for Payment in accordance with Section 90 of the General provisions. Applications for Payment will be processed by ENGINEER as provided in the General provisions.
- 5.1.1 No Application shall be submitted and no payment will be made when the amount due the CONTRACTOR since the last Application for Payment is less than \$500.00. CONTRACTOR shall withhold his application until the next date set for filing of application that the amount due equals or exceeds \$500.00.
- 5.1.2 CONTRACTOR shall submit Applications for Payment for ENGINEER's review no later than the 30th of the month.
- 5.2 Progress Payments. OWNER will make progress payments on account of the Contract Price on the basis of the CONTRACTOR's Application for Payments as recommended by ENGINEER after OWNER receives the federal share of the Application for Payment currently being processed from the Federal Aviation Administration: this will generally be 30 days after the Application for Payment has been approved by OWNER.
- 5.2.1 Payments will be in an amount equal to: 90% of the Work completed, and 90% of materials and equipment not incorporated in the Work but delivered, suitably stored, and OWNER's title established, less in each case the aggregate of payments previously made.

5.3 Final Payment. Upon final completion and acceptance of the Work in accordance Section 90, Subsection 90-09 of the General Provisions, OWNER will pay the remainder of the Contract Price due the CONTRACTOR as recommended by ENGINEER, less any amounts payable by the CONTRACTOR to OWNER pursuant to paragraphs 3.2 and 3.3 of this agreement.

6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, Locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has examined the site and locality and has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the General Provisions.

6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 6.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

7. CONTRACT DOCUMENTS

The Contract Documents, prepared by Barge, Waggoner, Sumner and Cannon, Inc., which comprise the entire agreement between OWNER and CONTRACTOR are attached hereto and made a part hereof and consist of the following:

- 7.1 This Agreement (pages A1 to A7, inclusive).
- 7.2 Performance and Payment Bonds (pages PB-1 to PB-9, inclusive).
- 7.3 Certificate of OWNER's Attorney (page CA-1).
- 7.4 General Provisions (Section 10 through 110, inclusive) and the Special Provisions.
- 7.5 Specifications as listed in the Table of Contents of the Project Manual.
- 7.6 Drawings, with each sheet bearing the following general title:

DALTON MUNICIPAL AIRPORT
DALTON, GEORGIA
GDOT PROJ. NO. APXXX-XXXX-XX(313) WHITFIELD COUNTY

- 7.7 Addenda (numbers 1 to 4, inclusive).

7.8 CONTRACTOR's BID.

7.9 Documentation submitted by CONTRACTOR prior to NOTICE OF AWARD.

7.10 Any modification, including Change Orders and/or Supplemental Agreements, duly delivered after execution of Agreement.

7.11 Certificates of Insurance. There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed in accordance with the methods and procedures of the General Provisions.

8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Section 10 of the General Provisions of the Construction Contract shall have the meanings indicated in the General Provisions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.4 The OWNER shall not be liable to the CONTRACTOR for any neglect, default, delay or interference of any other Contractor, nor shall any such neglect, default, delay, or interference of any other contract, or alteration which may be required in said Work, release the CONTRACTOR from the obligation to finish the said Work within the time aforesaid or from the damage to be paid in default thereof.

8.5 The words "Contract" and "Agreement" as used in the Contract Documents for this Project shall be considered as identically defined and shall have the same intent and meaning.

BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS (JAN 1991)

(a) The Contractor agrees that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, as defined in (b) below.

(b) The following terms apply to this clause:

1. Steel and manufactured projects. As used in this clause, steel and manufactured products include (1) those produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States.

2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.

3. Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in 5 counterparts, each of which shall be deemed an original on the day and year first above written.

OWNER

CITY OF DALTON

By _____
(Signature)

Name _____
(Please Type or Print)

Title _____

ATTEST: (SEAL)

(Signature)

Name _____
(Please Type or Print)

Title _____

Northwest Georgia Paving, Inc.

By _____
(Signature)

Name Russell Smith
(Please Type or Print)

Title President

561 W. May St.
(Address)

Calhoun, GA 30701



ATTEST: _____ (SEAL)
(Signature)

Name Lauren Womack
(Please Type or Print)

Title Secretary

NOTE: Secretary of the OWNER should attest. If OWNER is a public body, attach resolution of other document authorizing execution of Agreement. If CONTRACTOR is a corporation, Secretary should attest. If CONTRACTOR is a partnership, all partners shall sign.

(ACKNOWLEDGMENT OF OWNER)

STATE OF _____ }
COUNTY OF _____ } SS.

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known, who being by me duly sworn, did depose and say that he is the _____ of the _____ described in and which executed the foregoing instrument; that by virtue of the authority conferred on him by law he subscribed his name to the foregoing instrument and that he executed the same for the purpose therein mentioned.

(SEAL)

(Notary Public)

My Commission Expires: _____, 20____.

(ACKNOWLEDGMENT OF CLERK)

STATE OF _____ }
COUNTY OF _____ } SS.

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known, who being by me duly sworn, did depose and say that he is the _____ of the _____ described in and which executed the foregoing instrument; that he knows the seal of said _____; that he is the official custodian of such seal; that one of the impressions appearing on said instrument is a true and correct impression of such seal; and that he affixed it thereto and attested the same over his signature by virtue of the authority in him vested.

(SEAL)

(Notary Public)

My Commission Expires: _____, 20____.

DALTON PUBLIC WORKS DEPT.
Benny Dunn, Director

P.O. Box 1205
Dalton, GA 30722-1205
Ph: 706-278-7077
Fax: 706-278-1847
bdunn@cityofdalton-ga.gov



MAYOR
DENNIS MOCK

CITY COUNCIL
DENISE A. WOOD
ANNALEE HARLAN
TYREE GOODLETT
GARY CREWS

TRAFFIC CONTROL CHANGE

Type: "No Parking Between Signs" – One Side of Street

Location: Ryman Ridge Road (Ryman Farm Subdivision)

Comments: To address concerns related to large numbers of vehicles parked along both sides of the entrance of Ryman Ridge Road during special events, the Ryman Farm HOA worked with the Police Department to develop a proposal to ensure safe ingress/egress to the subdivision at all times (see attached memo dated 12/15/17 for additional information). When vehicles are parked along both sides of the subject street, it makes travel through the street difficult for larger vehicles like fire trucks, ambulances, and public works trucks since the street width is approximately 24'. This presents a potential public/life safety issue if an emergency vehicle is unable to reach its destination due to vehicles parked on both sides of the road at the same location since it could render the street impassable.

This Traffic Control Change would involve placing "No Parking Between Signs" signage along the south side of Ryman Ridge Road at four locations shown on the attached memo. Once the Traffic Control Change is approved, the Public Works Traffic Division will post "No Parking Between Signs" signage at the locations on the attached memo. The Ryman Farm HOA is fully supportive of this traffic control change and a support letter from the HOA President has been attached.

Date of Approval: _____

Mayor's Signature: _____

2/5/2018

February 1, 2018

P. Andrew Parker, E.I.T
Assistant Public Works Director
Public Works Dept., City of Dalton
P.O. Box 1205
Dalton, GA 30722

Dear Mr. Parker,

The Ryman Farm HOA is requesting that "No Parking" signs be erected as per the proposal from LT Wilson, 12/15/2017.

Please let HOA know what poles to purchase and specifications on said poles. I am somewhat confused as to the color and size of the sign. Do we determine that? If so, we will need some guidance on these issues.

Thank you for your time and we look forward to completing this request.

Nancy Williams
ARC Chair
706 217-9433

MEMORANDUM

To: Public Works

From: LT Wilson (DPD) and Ryman Farm HOA

Date: 12/15/17

RE: Traffic Change

The Dalton Police Department and the Ryman Farm Home Owner's Association have been working together to solve the problem of visitors parking on both sides of Ryman Ridge Road while taking pictures at the lake.

During High School events like Prom, Homecoming, Graduation, and other formal type events, dozens of people come to Ryman Farm in order to take pictures. The latest event, Homecoming, it was estimated that 100 people or more came to the neighborhood at the same time and parked along Ryman Ridge Road on both sides. Because of this congestion, an emergency vehicle could not pass between the cars causing a dangerous situation.

The Ryman Farm HOA has taken a proactive approach to solving this problem, but needs the help of Public Works Sign Department. Ryman Farm has agreed to put up decorative poles (x4) purchased from Tapconet.com. The DPD and Ryman Farm HOA is asking Public Works to erect 4 signs as follows:

(4) "No Parking Between Signs" located at the following locations:

1. On Ryman Ridge Rd just East of the driveway to the clubhouse
2. On Ryman Ridge Rd before the intersection of St Ives Lane
3. On Ryman Ridge Rd after the intersection of St Ives Lane
4. On Ryman Ridge Rd after the second crosswalk under the power lines



Above is a depiction of the proposed sign locations.

Yellow Block = Sign location

All signs shall be located on the South side of the roadway, opposite the lake side.

Thank you for this consideration. I will direct the HOA to contact the Public Works sign department directly to get directions on what poles to purchase and the specifications on said poles. I will also refer the HOA to determine the color and size of the sign itself.

LT Mike Wilson

Dalton Police Department

Memorandum of Understanding
Between The Board of Water, Light and Sinking Fund Commissioners of the
City of Dalton, Georgia D/B/A Dalton Utilities
and
The City of Dalton, Georgia

This Memorandum of Understanding (“MOU”) sets forth the understanding between the **City of Dalton, Georgia** (hereinafter referred to as **"City"**) and **The Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia D/B/A Dalton Utilities (“Utility”)** related to the City’s request that the Utility undertake to bill residents of the City a stormwater fee or fees (“Fee” or “Fees”), said Fees being duly established by the City, on the Utility’s regular monthly billings to its customers. The City and Utility agree that the provision of billing services of the Fees by the Utility to the City is in the best interests of the parties and the parties’ customers. This MOU sets forth the agreement and understanding of the City and the Utility regarding the process, procedures and responsibilities of the City and the Utility related to the billing of the Fees on the regular customer bills of the Utility as follows:

I. Billing Services, Billing Rate, and Calculation of Charges

- A. Charges for services provided beginning March 1, 2018 (or a later date determined by the City-See Section II) and thereafter.**
 1. The Utility shall include charges for the Fee on bills for the Utility’s services. Each City Fee will be listed as a separate line item on the Utility’s sewer bill as a flat rate fee. The Fees will be identified on the bill as the “Stormwater Fee”.
 2. The City shall establish billing formulas for the flat Fees for each entire calendar year. The Utility shall bill using the flat Fees established by the City. The City will notify the Utility of any change to the City’s flat Fees not later than December 15 of the year before the effective date. The Utility will implement any change in the City’s flat Fees with the first billing of the new calendar year. The new rate(s) shall apply to all bills generated on or after the effective date of the rate or rate change.
 3. The Utility shall use its best efforts to collect the Fees. The Utility’s methods shall include the following:
 - a. The Utility will bill the City’s Fees based upon the flat rate fee provided to the Utility by the City as applied to the billable amount for each service address billed by the Utility.
 - b. The Utility will assess delinquency fees on unpaid balances fifteen (15) days overdue in accordance with the Utility’s standard procedures utilized for its own delinquent accounts.
 - c. City Fees billed by the Utility that become delinquent will be collected in accordance with the Utility’s standard procedures that it utilizes for collecting its own delinquent accounts. The Utility will communicate material changes to these procedures to the City prior to implementation.

- d. City Fees billed by the Utility that become delinquent will be collected in accordance with the Utility's standard procedures that it utilizes for collecting its own delinquent accounts up to the step of discontinuance of water service.
 - e. The City may determine that adjustments are to be applied to Fees in accordance with its ordinance or policy. Additions of or changes to existing criteria will be forwarded to the Utility no more frequently than once a quarter. Change information shall include the service address, and required adjustment. Changes will be incorporated into the Fees and will apply to the next regularly generated bill.
- B. Response to Customer Questions: The Utility will make good faith efforts to respond to questions from customers concerning the City's Fees, including past-due amounts. The Utility will direct customers who request additional information to the City at a phone number provided to the Utility by the City.
- C. Processing Payments. The Utility will process all payments of the Fees as it processes payments of Utility charges. Payments shall be applied to the oldest outstanding bill first in the following order: delinquency or collection fees, Utility charges, and Fees.
- D. Payment of fees and delinquent charges will be remitted to the City by the 20th of the subsequent month along with reporting requirements as stated in section III.

II. Responsibilities of City Prior to Initiation of Utility Billing

- A. At such time to be determined by the City, the Utility will notify by mail insert all owners of property in the City that stormwater Fees will be assessed to each service address and will be included on the Utility's regular bill. The City will pay for the cost of the flyer and any additional postage required.

III. Utility Information Sharing Responsibilities.

- 1. No later than twenty (20) days after the month end, the Utility shall provide the amounts billed, amounts collected, delinquent amounts outstanding, and delinquent fees assessed and collected to the City regarding billing information for the City's Fees.

IV. Amendment and Termination.

- A. This MOU may be amended by written agreement of both parties.
- B. This MOU may be terminated by mayor and council for any reason by notifying Dalton Utilities in writing at least 60 days in advance of the date of termination.
- C. In the event that this MOU is terminated for any reason, within thirty (30) calendar days following the date of termination, the Utility shall provide to the City the billed amounts for each property subject to the City's Fees, in an industry-standard format using industry-standard electronic media.

VI. Notices

Any notices required or made pursuant to this MOU shall be delivered personally or sent by first class mail as follows:

Memorandum of Understanding for Stormwater Fees
City of Dalton and Dalton Utilities
Page 3

To the Utility
Chief Executive Officer
Dalton Utilities
P. O. Box 869
Dalton, GA 30721

To the City
Mayor
City of Dalton
P. O. Box 1205
Dalton, GA 30720

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this _____
day of _____, 2018

THE UTILITY

THE CITY

By: _____
Tom Bundros, CEO

By: _____
Dennis Mock, Mayor

ORDINANCE 18-01

To Amend the 2001 Revised Code of The City of Dalton, Georgia; To Amend Chapter 96 Captioned "Stormwater Management"; To Add A New Section 96-4 Captioned "Stormwater Fee" To Provide for an Effective Date; To Provide For the Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

BE IT ORDAINED by the Mayor and Council of the City of Dalton and by the authority of the same, **IT IS HEREBY ORDAINED** as follows:

Section 1:

Amend 2001 Revised Code of the City of Dalton, Georgia, by amending Chapter 96 captioned "Stormwater Management" by adding a new Section 96-4 captioned "Stormwater Fee" which shall read as follows:

Sec. 96-4. Stormwater Fee.

The Mayor and Council find that the stormwater system of the city is necessary to protect the public health, safety, and welfare of the citizens and residents of the city. The provision of stormwater management programs and facilities renders and/or results in both a service and a benefit to all properties, property owners, citizens, and residents of the city. The future usefulness of the existing stormwater systems owned and operated by the city, and of additions and improvements thereto, rests on the ability of the city to effectively maintain and enhance stormwater systems and facilities in the city. In order to do so, the city must have adequate and stable funding for its stormwater operating, maintenance and capital investment needs. The Mayor and Council find that such funding can be achieved in part by the charge of a stormwater fee to property owners, citizens, and residents of the city. The Public Works Committee of the city is authorized to determine the fee or fees to be charged and to provide for the imposition and collection of the fee.

Section 2:

This Ordinance shall be effective upon the posting of this Ordinance in two (2) public places in the City of Dalton for five (5) consecutive days following its enactment by the Mayor and Council, the public health, safety, and welfare requiring it.

Section 3:

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4:

It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance.

SO ORDAINED this _____ day of _____, 2018.

The foregoing Ordinance received its first reading on _____ and a second reading on _____. Upon second reading a motion for passage of the ordinance was made by Alderman _____, seconded by Alderman _____, and upon the question the vote is _____ ayes, _____ nays, and the Ordinance is adopted.

ATTEST:

CITY CLERK

MAYOR

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of _____.

CITY CLERK, CITY OF DALTON

Mayoral Appointments

Type	Appointment	Current Member	New Appointment	Company	Expiration
D/W Charter & Consolidation	Commission	Crews, Gary	Crews, Gary	Mayoral	12/31/2018
Airport	Authority-Liaison	Goodlett, Tyree	Harlan, Annalee	Mayoral	12/31/2018
Building	Authority-Liaison	Wood, Denise	Wood, Denise	Mayoral	12/31/2018
Downtown Development	Authority-Liaison	Goodlett, Tyree	Goodlett, Tyree	Mayoral	12/31/2018
Finance & Administration	Committee	All Council Members	All Council Members	Mayoral	12/31/2018
Finance & Administration	Committee	Mock, Dennis	Mock, Dennis	Mayoral	12/31/2018
Joint Development	Authority-Liaison	Mock, Dennis	Mock, Dennis	Mayoral	12/31/2018
MPO Policy	Committee	Goodlett, Tyree	Wood, Denise	Mayoral	12/31/2018
Pension	Board-Liaison	Mock, Dennis	Mock, Dennis	Mayoral	12/31/2018
Pension	Board-Liaison	Crews, Gary	Harlan, Annalee	Mayoral	12/31/2018
Public Safety	Commission-Liaison	Wood, Denise	Wood, Denise	Mayoral	12/31/2018
Public Works & Facilities	Committee	O'Gwin, Tate	Harlan, Annalee	Mayoral	12/31/2018
Public Works & Facilities	Committee	Crews, Gary	Crews, Gary	Mayoral	12/31/2018
Recreation	Commission-Liaison	Goodlett, Tyree	Goodlett, Tyree	Mayoral	12/31/2018
Regional Development	Commission-Liaison	Gowin, Kenny	Gowin, Kenny	Mayoral	12/31/2018
Service Delivery	Committee	Goodlett, Tyree	Harlan, Annalee	Mayoral	12/31/2018
Service Delivery	Committee	Dunn, Benny	Dunn, Benny	Mayoral	12/31/2018
Solid Waste Mgmt	Authority-Liaison	Mock, Dennis	Mock, Dennis	Mayoral	12/31/2018
Solid Waste Mgmt	Authority-Liaison	Wood, Denise	Wood, Denise	Mayoral	12/31/2018
TAD Policies	Commission	O'Gwin, Tate	Harlan, Annalee	Mayoral	12/31/2018
Technology	Committee-Liaison	Wood, Denise	Wood, Denise	Mayoral	12/31/2018
Trade Center	Authority-Liaison	Crews, Gary	Crews, Gary	Mayoral	12/31/2018
Tree	Board-Liaison	Crews, Gary	Harlan, Annalee	Mayoral	12/31/2018
WL&SF	Commission-Liaison	O'Gwin, Tate	Crews, Gary	Mayoral	12/31/2018
Municipal Court	Liaison		Harlan, Annalee	Mayoral	12/31/2018
Ethics	Board	Laughter, Bennie M	Laughter, Bennie M	Mayoral	3/15/2020
Housing	Authority	Goodlett, Tyree	Goodlett, Tyree	Mayoral	12/31/2020

Misc Appointments

Type	Appointment	Current Member	New Appoitnmen	Term	Expiration
Miscellaneous	Fire Marshall	Dugger, Jeff	Pangle, Todd	1 Year	12/31/2018
Miscellaneous	City Attorney	Bisson, Jim	Bisson, Jim	1 Year	12/31/2018

Boards and Authorities Appointments - Expiration Dates Sorted

Board Name	Type	Member	New Appointment	Term	Expiration
Housing	Authority-Commissioner	Bentley, Allen	Hill, Robert	5 Year	10/14/2022
Airport	Authority	Boyd, Earl	Boyd, Earl	5 Year	10/14/2022
Public Safety	Commission	Willis, Kenneth	Willis, Kenneth	5 Year	10/14/2022
Recreation	Commission	Lama, Juan	Lama, Juan	5 Year	10/14/2022
WL&SF	Commission	Pendley, Tom	Long, Hal	5 Year	10/14/2022
Solid Waste Mgmt	Authority-Citizen Member	Roberts, Benny	Babb, Mike	4 Year	12/31/2021
Tree	Board	Hawkins, Nancy		3 Year	12/31/2017
Tree	Board	Blaylock, Ron		3 Year	12/31/2017
Tree	Board	Atkins, Dianne		3 Year	12/31/2017
Housing	Authority-Resident Member	Lumpkin, Joanne	Lumpkin, Joanne	1 Year	12/31/2018
Regional Development	Commission-Liaison	Gowin, Kenny	Gowin, Kenny	1 year	12/31/2018
Joint Development	Authority	Robertson, Frank	Robertson, Frank	1 Year	1/31/2019
Trade Center	Authority	Kensey, Mike	Kensey, Mike	1 Year	1/31/2019
Historic Preservation	Commission	Lewis, Joanne	Lewis, Joanne	3 Year	2/1/2021
Historic Preservation	Commission	Roan, Carolyn	Roan, Carolyn	3 Year	2/1/2021
Historic Preservation	Commission	Hutchenson, John	Hutchenson, John	3 Year	2/1/2021
Historic Preservation	Commission	Snyder, Cathy	Snyder, Cathy	3 Year	2/1/2021